

# Canal Winchester

*Town Hall  
10 North High Street  
Canal Winchester, OH 43110*



## Meeting Agenda

**February 3, 2020**

**7:00 PM**

### **City Council**

***Mike Coolman - Vice President***

***Jill Amos***

***Will Bennett***

***Bob Clark***

***Patrick Lynch***

***Chuck Milliken***

***Mike Walker***

- A. Call To Order
- B. Pledge of Allegiance - Coolman
- C. Roll Call
- D. Election of Council President
- E. Approval of Minutes

[20-05](#)

MINS 1-21-20 Work Session ([Minutes](#))

[20-06](#)

MINS 1-21-20 Full Council ([Minutes](#))

- F. Communications & Petitions
- G. Public Comments - Five Minute Limit Per Person
- H. RESOLUTIONS

[RES 20-001](#)

*Public Service*

A Resolution to Authorize the Mayor and Finance Director to Enter Into Contracts with the Director of Transportation for the Improvements of Gender Road/State Route 674 ([Resolution](#))

*- Adoption*

[RES 20-002](#)

*Public Service*

A Resolution to Authorize the Mayor and Finance Director to Apply For, Accept, and Enter Into a Water Pollution Control Loan Fund (WPCLF) Agreement on Behalf of the City of Canal Winchester for Planning, Design, and/or Construction of Wastewater Facilities; and Designating a Dedicated Repayment Source for the Loan. ([Resolution](#))

*- Adoption*

- I. ORDINANCES

*Tabled*

*Third Reading*

*Second Reading*

[ORD 20-002](#)

*Construction Services*

*Sponsor: Amos*

An Ordinance to Authorize the Mayor to Enter into a Contract with Quality Control Inspection, Inc. for Consulting Services Relating to Construction Inspection for the Period from January 31, 2020 Through December 31, 2022. ([Ordinance, Exhibit A](#))

*- Second Reading Only*

**ORD 20-004***Development**Sponsor: Clark*

An Ordinance Authorizing the City of Canal Winchester to Enter Into a Community Reinvestment Area Agreement with Northpoint Development, LLC, Pursuant to Section 3735.671 of the Ohio Revised Code; Authorizing the City of Canal Winchester to Enter Into a Related School Compensation Agreement with the Canal Winchester Local School District and Northpoint Development, LLC. ([Ordinance, Exhibit A Map, Exhibit B CRAA, Exhibit C School Comp Agreement, Exhibit D School District Reso](#))

- *Second Reading Only*

**ORD 20-005***Public Service**Sponsor: Lynch*

An Ordinance to Authorize the Mayor and Finance Director to Enter Into a Contract with Fournier Industries, Inc. for the Upgrade and Expansion of the Dewatering Press and Declaring an Emergency. ([Ordinance](#))

- *Request waiver of second and/or third reading and adoption*

***First Reading*****ORD 20-006***Development*

An Ordinance Authorizing the Mayor to Enter Into a Development Agreement with Northpoint Development, LLC.; and Declaring an Emergency ([Ordinance, Agreement, Exhibit A Map, Exhibit B Scope, Exhibit C Easements, Exhibit D Deed](#))

- *First Reading Only*

**ORD 20-007***Construction Services*

An Ordinance Waiving Competitive Bidding for the Canal Winchester Municipal Complex Project, and Authorizing a Design-Build Delivery Method and Design-Builder Selection Process, and Declaring an Emergency ([Ordinance](#))

- *Request waiver of second and/or third reading and adoption*

**J. Reports***Mayor's Report***20-100***Fairfield County Sheriff**Law Director**Finance Director*

Mayor's Report ([Report](#))

**20-103***Public Service Director*

Finance Director's Report ([Report](#))

**20-104***Development Director*

Public Service Director's Report ([Report](#))

None

**20-005**

Development Director's Report ([Report](#))

**K. Council Reports**

*Work Session and Council Meetings - Tuesday, February 18, 2020 starting at 6:00 pm*

*Work Session and Council Meetings - Monday, March 2, 2020 starting at 6:00 pm*

*Work Session and Council Meetings - Monday, March 16, 2020 starting at 6:00 pm*

*CW Human Services - Milliken*

*CWICC - Clark*

*CWJRD - Amos and Bennett*

*Destination: Canal Winchester - Walker*

**L. Old/New Business****M. Adjourn to Executive Session (if necessary)****N. Adjournment**

# Canal Winchester

*Town Hall  
10 North High Street  
Canal Winchester, OH 43110*



## Meeting Minutes - Draft

January 21, 2020

6:00 PM

## Council Work Session

*Mike Coolman - Chair*

*Jill Amos*

*Will Bennett*

*Bob Clark*

*Patrick Lynch*

*Chuck Milliken*

*Mike Walker*

**A. Call To Order** at 6:00 pm**B. Roll Call** Present 7 – Amos, Bennett, Clark, Coolman, Lynch, Milliken, Walker**C. Also In Attendance**

*Mayor Ebert, Matt Peoples, Lucas Haire, Amanda Jackson, Bill Sims, Dick Miller, Steve Smith, Shawn Starcher, Rick Brown, Joe Taylor, Sergeant Hendershot, Shane Spencer*

**D. Reports**

*Bill Sims* - Construction activity is continuing this winter; hotels being built; five star hearting and cooling is underway; pre-construction meetings for fountains; pediatric associates have started their project; working on 2020 street program; plan to have recommendations to bring to council in March

*Dick Miller* - It's time to purchase annual flowers from Dills; hanging baskets and soil; burgundy and white theme; soil and mulch from Kurtz's Brothers; give away tree biodegradable pots; first draft of 2020 spring street trees; have been out cutting perennials; applying herbicide in areas. Lynch asked for a copy of the street planting plan; complimented the flowers that are planted; commented about the dark flowers are difficult to see, suggested white or lighter colors; Miller said they can work with Dills to adjust the colors. Lynch asked about the cloverleaf around 33 and whacked down some plants; Miller said yes they worked on plants over there and going to seed it back to mixed grasses. Walker asked when is the flower potting day; Miller said it would be the second or third Friday in May.

*Steve Smith* - 2018 – 2019 statistics the plant flow went up about 3%; sludge production went up 126% from the brewery; pending legislation to expand our sludge press which will allow us to deal with the new hotels and more use at the brewery; Lynch asked about sludge spreading; Miller talked about sludge spreading and how the hauler does it. Bennett asked about the upgrade in production and what is the timeframe or lifetime of the machine; Miller said the existing unit will be expanded and rehabbed and add cells and maintenance to keep it performing, have had good success with it, should last another ten years.

*Shawn Starcher* - This time of year not a whole lot to report; not a lot of snow right now; staying busy in the shop doing housekeeping items and cleaning vehicles; doing accident reports from street lights and guardrails, etc.; finishing interviews for vacant position in street department, had good candidates. Coolman asked if the candidates are local; Starcher said one is with municipality experience.

*Rick Brown* - Did cyber security tasks recently; enterprise barrier focus needs to change from identify, investigate, mitigate model to a detection, prevention, and permit model; physical infrastructure may need to change with this; physical and property vulnerabilities are real; Mayor authorized more security cameras to capture any crime in sheriff's area, public service facility and the pool; several network switches to replace old equipment; additional hardware was purchased to increase network storage and backups; implemented phase one of portable drive elimination project; no USB or phone plugged into city devices; reminder to council members to use your city email; data on government officials personal

devices is subject to public records act.

*Joe Taylor* - In December they pumped at 38% capacity; worked on moisture issues in air compressor system; had salty water on Thanksgiving and had to remedy this; working on AMI installations; did valve bolt replacements; repaired water main break on David's Way; stated the cost of chemicals used. Walker asked about the water hardness and any customer complaints; Taylor said it is around 119-120, no complaints like it was years back.

*Sergeant Hendershot* - Working with the Mayor and possibility of moving into 36 S. High Street; more parking and more space for more deputies; conference room and a kitchen, looking forward to it. Bennett asked about community watch and them having more space; Hendershot said it would be a good location, not down Gender Road; discussions about the expanded space is there talk about having an administrative area for filing reports; Hendershot said they would need a person there all the time, right now they do not, will talk to the Mayor about it down the road; Mayor said after the building is remodeled it could be ready to add a desk person. Amos asked about the prostitution sting and where was it; Hendershot said it was at the Best Western, but those people were not necessarily from Canal Winchester.

*Shane Spencer* - Sees progress from ODOT for signal upgrades; rail crossing upgrade is mostly complete and good example of partnering with the railroad to the benefit of the residents; met with MORPC to kick off thoroughfare effort; more work needed to do and get feedback on the modeling, process moving forward; in future will have a presentation and seek input; successful for Gender Road phase five funding for construction for next year 2021; will start looking at the design and utility interaction; working on the street maintenance program, expanding pool parking lot to the west; ODOT information on sound wall along 33 and now waiting on funding. Walker confirmed spring of 2022 construction. Clark asked about the signal timing or timeline and when it will be done; recommended timing in the next two weeks, estimate in eight weeks; Clark asked about the MORPC recommendation for the Bixby Road interchange; it is in the works to come up with a model, a plan, etc. for this proposed interchange, also for 33 and Pickerington Road, have expanded the study area for these interchanges, MORPC has a database plan for all regional plans and this is very useful and pivotal and knowing what other communities are planning as well.

#### E. Request for Council Action

##### ORD 20-001

##### *Finance*

An Ordinance to Authorize the Mayor to Enter Into a Contract for the Prosecution of Certain Criminal Cases and Certain Civil Division Cases in the Franklin County Municipal Court for the Calendar Year 2020 with the City of Columbus Attorney's Office ([Ordinance, Exhibit A](#))

*- Request to move to full Council*

Jackson stated this is an annual contract to provide victim assistance services and BMV cases that occur in the Canal Winchester jurisdiction; have spent \$30 on contract since 2017.

***Motion to move ORD 20-001 to full council made by Bennett; seconded by Amos***

***Motion carried by the following vote:***

***Yes 7 – Bennett, Amos, Clark, Coolman, Lynch, Milliken, Walker*****ORD 20-002*****Construction Services***

An Ordinance to Authorize the Mayor to Enter into a Contract with Quality Control Inspection, Inc. for Consulting Services Relating to Construction Inspection for the Period from January 31, 2020 Through December 31, 2022 ([Ordinance, Exhibit A](#))

*- Request to move to full Council*

Sims stated started using Quality Control Inspection in 2018 for the Gender Road phase four project and using them exclusively this year; the relationship is working well. Bennett asked if Sims is satisfied with this contract; Sims replied yes, it is a good working relationship. Coolman asked how long we have been doing business with them; Sims replied detailing the history with this company.

***Motion to move ORD 20-002 to full council made by Amos; seconded by Lynch***

***Motion carried by the following vote:***

***Yes 7 – Amos, Lynch, Bennett, Clark, Coolman, Milliken, Walker***

**ORD 20-003*****Finance***

An Ordinance to Authorize the Mayor to Enter Into a Contract for Indigent Defense Representation in the Franklin County Municipal Court with the Franklin County Public Defender on Behalf of the City of Canal Winchester Mayor's Court for the Calendar Year 2020 ([Ordinance, Exhibit A](#))

*- Request to move to full Council*

Jackson stated this is an annual contract that provides indigent defense representation in Franklin County for those that cannot hire an attorney, we are required to provide one for them, but we do not do this in Mayor's Court, the rate went down, reimbursement rate went up, spent just under \$3000 in 2019 on this contract.

***Motion to move ORD 20-003 to full council made by Lynch; seconded by Clark***

***Motion carried by the following vote:***

***Yes 7 – Lynch, Clark, Amos, Bennett, Coolman, Milliken, Walker***

**ORD 20-004*****Development***

An Ordinance Authorizing the City of Canal Winchester to Enter Into a Community Reinvestment Area Agreement with Northpoint Development, LLC, Pursuant to Section 3735.671 of the Ohio Revised Code; Authorizing the City of Canal Winchester to Enter Into a Related School Compensation Agreement with the Canal Winchester Local School District and Northpoint Development, LLC ([Ordinance, Exhibit A, Exhibit B, Exhibit C](#))

*- Request to move to full Council*

Haire stated it is authorization for the CRA; created the new CRA district last year that encompasses this property; Northpoint proposing to construct two warehouse buildings at Bixby and Rager Road area; will invest into the buildings and the site work; construction would begin this year in the spring; speculative and no tenants at this time; 15 year, 100% exemption on taxes, but taxes would be collected on the land;



developer committed to 80 new jobs on site; similar to the OPUS project last year; this is reviewed by our Tax Incentive Review Council each year and determine if they are compliant with the agreement; it was approved by the school board at their recent meeting, the school compensation agreement a payment in lieu of taxes to the school district, city would share part of income taxes with school district, city 75% and school 25%; school will collect no less than \$100,000 and developer would make up difference in last 12 years if necessary; same arrangement as with OPUS; developer ready to move forward; TIF agreement forthcoming; representatives of developer are here. Lynch asked about using TIFs for Bixby Road, is developer putting money towards the roads for improvements; Haire replied Bixby realignment with Brice was done by Franklin County, turning lane and widening will be done at site; will generate funds on the back end of TIF. David Robinson and Nate Green with the Montrose Group (the developer) came forward to speak; the model has worked well over central Ohio, thanked Haire for all of his hard work to make this happen; Northpoint is from Kansas City and represents them in Ohio; great track record with other sites; successful growth; will answer any questions. Clark asked about the employment at other sites and what are the companies that occupy those sites; Amazon, an online wine store, yard equipment, lots of e-commerce. Lynch asked about the occupancy rates of all these sites; Robinson not sure of the numbers, but Green says they typically fill the space before it is finished building; says central Ohio is ready for more industrial space like this, central Ohio is growing in this market and it has been very successful, the region is growing and it is attractive to the industry. Milliken asked if there was any situation where this model has not worked; Robinson said it has been successful and attractive to the end users in the central Ohio area, model to fund the cities and schools, seen it be highly successful and the economy is good, Northpoint can go where ever they want and they would not be looking here if they didn't think it would be successful.

***Motion to move ORD 20-004 to full council made by Clark; seconded by Walker***

***Motion carried by the following vote:***

***Yes 7 – Clark, Walker, Amos, Bennett, Coolman, Lynch, Milliken***

#### **ORD 20-005**

##### ***Public Service***

An Ordinance to Authorize the Mayor and Finance Director to Enter into a Contract with Fournier Industries, Inc. for the Upgrade and Expansion of the Dewatering Press and Declaring an Emergency ([Ordinance](#))

***- Request to move to full Council***

Peoples stated this is for the press that Steve talked about in work session; an upgrade in maintenance and expanding the unit; expect a decrease in sludge production when Brew Dog puts in their own facility in future years; requesting two readings and pass as emergency at next meeting; It's in Canada and has to go through customs; want to be ready for peak production from Brew Dog in summer.

***Motion to move ORD 20-005 to full council made by Lynch; seconded by Bennett***

***Motion carried by the following vote:***

***Yes 7 – Lynch, Bennett, Amos, Clark, Coolman, Milliken, Walker***

#### **F. Items for Discussion**

Peoples commented on the email of questions from Lynch regarding McGill Park and bike trails; he gave

out capital improvements plan information (see attached); phases of McGill Park are three separate phases at about \$8 million dollars. Phase one (2021) includes the main entrance, three-season shelter house, a playground, four regulation size soccer fields with parking lots and main parking lot; phase two (2023) includes ball fields, court space basketball, volleyball, pickleball; phase three (2025) includes spaces in rear toward Ashbrook. Jackson said financing plan is through funding phase by phase basis and from a cash flow stand point. Lynch asked about worst case scenario would we still be able to hit these deadlines if funds don't come through in time; Jackson said these are fluid dates and deadlines, nothing set in stone, will do the projects as we can afford them. Lynch asked about approving McDorman building purchase and what about funding both of these, are we going to delay the park project; Jackson said it is not \$5 million dollars out of pocket in lump sum all at once; possible short term debt issuance, decisions to be made as it depends on what is needed; we can afford both of these projects, and additional police protection if necessary, we have talked about this many times over the past few weeks; Mayor said it is not the first time we have spent this kind of money. Lynch said he doesn't want funds pulled from services to residents to pay for these projects. Peoples continued to explain funding for bike paths and Groveport connectors; will partner with Metro Parks for project completion and to do creek crossings. Multiple discussions of Joel Brown from police chiefs.

**G. Old/New Business****H. Adjournment**

***Motion to adjourn made by Bennett; seconded by Lynch***

***Motion carried by the following vote:***

***Yes 7 – Bennett, Lynch, Amos, Clark, Coolman, Milliken, Walker***

***Adjourned at 7:18 pm***

# Canal Winchester

*Town Hall  
10 North High Street  
Canal Winchester, OH 43110*



## Meeting Minutes - Draft

January 21, 2020

7:00 PM

### City Council

*Mike Coolman - Vice President*

*Jill Amos*

*Will Bennett*

*Bob Clark*

*Patrick Lynch*

*Chuck Milliken*

*Mike Walker*

A. Call To Order at 7:27 pm

B. Pledge of Allegiance - Clark

C. Roll Call Present 7 – Amos, Bennett, Clark, Coolman, Lynch, Milliken, Walker

D. Election of President of Council

Thad Boggs, legal counsel, stated this matter is continuing on the agenda from the last meeting due to no selection having been made, and it will continue on the agenda until a selection is made; a motion could be made to nominate someone but since none is forthcoming that is alright, we are still working to resolve the issues that were raised. Coolman asked to clarify that action has been put into place for a formal response and resolution and opinion; Boggs agreed that a formal opinion has been requested.

E. Approval of Minutes

[20-03](#) MINS 1-6-20 Organizational Meeting ([Minutes](#))

[20-04](#) MINS 1-6-20 Full Council ([Minutes](#))

***Motion to approve minutes from 1-6-20 for the organizational meeting and the full council meeting made by Amos; seconded by Lynch  
Motion carried by the following vote:***

***Yes 7 – Amos, Lynch, Bennett, Clark, Coolman, Milliken, Walker***

F. Communications & Petitions

[20-101](#) Auditor of State Award to Amanda Jackson ([Certificate](#))

Mayor Ebert presented an award to Amanda Jackson from the State Auditor for excellence in financial reporting.

[20-102](#) OEC Financial Disclosure Info ([Document](#))

[20-103](#) CW Human Services Update ([Document](#))

[20-104](#) Madison Township Fire Dept. December 2019 Report ([Report](#))

Chief Robinson was present to give his report.

[20-106](#) Madison Township Police Dept. December 2019 Statistics ([Report](#))

[20-105](#) MORPC Presentation Regarding 2020-2050 Metro Transportation Plan

Nick Gill, Assistant Director at MORPC, gave a presentation and report on the 2020-2050 metro transportation plan.

**G. Public Comments - Five Minute Limit Per Person**

Michelle Reynolds, Madison Township Trustee, came forward to speak; she announced the Madison Township Citizens Advisory Committee and asked if any council members knew of persons who would like to serve on this committee; trying to engage the residents and get input; will appoint members of community to this committee and they can make recommendations to the township board; any interested persons should email their contact information to [cac@madisontownship.org](mailto:cac@madisontownship.org) by February 4, 2020.

Pat DeWitt came forward to speak; she has lived in Canal Winchester for 43 years; thank you for holding the meeting last week; she acknowledges the stress of deciding about the McDorman building purchase; once you see the plan and the financial plan you can see that it is feasible; like to stay a small town; can't do the stairs here, need more comfortable seats for council; thinks it will be rose in the middle of our city; asks members to talk a long look at it and if it is feasible let's do it.

**H. RESOLUTIONS****I. ORDINANCES**

*Tabled*

*Third Reading*

**ORD 19-071**

*Development*

*Sponsor: Clark*

Ordinance to Authorize the Mayor to Enter into a Real Estate Purchase Agreement for the Purchase of 45 East Waterloo Street, Canal Winchester, Ohio Owned by Bob McDorman Real Estate, LLC ([Ordinance, Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E](#))

*- Adoption*

Lynch stated he had a lot of reservations in the beginning; believes some things could still be changed in the plans, such as, giving more space to the community center; spaces should be functional as much as possible; make sure residents will still get the amenities they still want, such as, McGill Park, bike paths, etc. and also increasing our police force...make sure all these things can be met and not jeopardized by this purchase; he thanked the administration for answering his questions over the past several weeks. Coolman stated we have to concern ourselves with the big picture for our city; none of the plans are cast in stone without ownership of the property. Amos thanked the city staff for answering the questions 50,000 times; talked about parking in downtown and making it safe for walkers; please have conversations with community center staff to make sure we are meeting their needs and the layout of the space and give them the time they deserve. Lynch asked if there was any further word from the library; Haire stated there is no further information from the library, no letter of intent, they are waiting on council to take action first.

***Motion to adopt ORD 19-071 made by Clark; seconded by Bennett  
Motion carried by the following vote:***

***Yes 7 – Clark, Bennett, Amos, Coolman, Lynch, Milliken, Walker***

**ORD 19-072**

Development

Sponsor: Lynch

An Ordinance to Authorize the Mayor to Accept Three Parcels of Land from Crossroads Christian Life Center and Dedicating 1.784 Acres of Such Land as Road Right of Way for Public Use and Accepting Such Improvements to be Known as Bigerton Bend ([Ordinance, Exhibit A, Exhibit B, Exhibit C, Exhibit D](#))

- Adoption

Haire stated we have received the legal descriptions and Boggs is preparing deeds for the parcels and once that is done the roadway can open.

**Motion to adopt ORD 19-072 made by Lynch; seconded by Bennett  
Motion carried by the following vote:**

**Yes 6 – Lynch, Bennett, Amos, Clark, Coolman, Milliken  
Abstain 1 - Walker**

Second Reading

First Reading

**ORD 20-001**

Finance

An Ordinance to Authorize the Mayor to Enter Into a Contract for the Prosecution of Certain Criminal Cases and Certain Civil Division Cases in the Franklin County Municipal Court for the Calendar Year 2020 with the City of Columbus Attorney's Office ([Ordinance, Exhibit A](#))

- Request waiver of second and/or third reading and adoption

**Motion to suspend rules and waive second and third readings on ORD 20-001 made by Bennett; seconded by Amos  
Motion carried by the following vote:**

**Yes 7 – Bennett, Amos, Clark, Coolman, Lynch, Milliken, Walker**

**Motion to adopt ORD 20-001 made by Bennett; seconded by Lynch  
Motion carried by the following vote:**

**Yes 7 – Bennett, Lynch, Amos, Clark, Coolman, Milliken, Walker**

**ORD 20-002**

Construction Services

An Ordinance to Authorize the Mayor to Enter Into a Contract with Quality Control Inspection, Inc. for Consulting Services Relating to Construction Inspection for the Period from January 31, 2020 Through December 31, 2022 ([Ordinance, Exhibit A](#))

- First Reading Only

**Amos stated first reading only.**

**ORD 20-003**

Finance

An Ordinance to Authorize the Mayor to Enter Into a Contract for Indigent Defense Representation in the Franklin County Municipal Court with the Franklin County Public Defender on Behalf of the City of Canal Winchester

Mayor's Court for the Calendar Year 2020 ([Ordinance, Exhibit A](#))

- Request waiver of second and/or third reading and adoption

**Motion to suspend rules and waive second and third readings on ORD 20-003 made by Lynch; seconded by Bennett**

**Motion carried by the following vote:**

**Yes 7 – Lynch, Bennett, Amos, Clark, Coolman, Milliken, Walker**

**Motion to adopt ORD 20-003 made by Lynch; seconded by Amos**

**Motion carried by the following vote:**

**Yes 7 – Lynch, Amos, Bennett, Clark, Coolman, Milliken, Walker**

**[ORD 20-004](#)**

*Development*

An Ordinance Authorizing the City of Canal Winchester to Enter Into a Community Reinvestment Area Agreement with Northpoint Development, LLC, Pursuant to Section 3735.671 of the Ohio Revised Code; Authorizing the City of Canal Winchester to Enter Into a Related School Compensation Agreement with the Canal Winchester Local School District and Northpoint Development, LLC ([Ordinance, Exhibit A, Exhibit B, Exhibit C](#))

- First Reading Only

**Clark stated first reading only.**

**[ORD 20-005](#)**

*Public Service*

An Ordinance to Authorize the Mayor and Finance Director to Enter into a Contract with Fournier Industries, Inc. for the Upgrade and Expansion of the Dewatering Press and Declaring an Emergency ([Ordinance](#))

- First Reading Only

**Lynch stated first reading only.**

**J. Reports**

*Mayor's Report*

**[20-101](#)**

*Mayor*

Mayor's Court Report December 2019 ([Court Report, Mayors Report 1-21-20](#))

**Motion to accept Mayor's court report for December 2019 made by Clark; seconded by Walker**

**Motion carried by the following vote:**

**Yes 7 – Clark, Walker, Amos, Bennett, Coolman, Lynch, Milliken**

*Fairfield County Sheriff*

**[20-101](#)**

2019 Statistics and 2020 Events ([Statistics, Events](#))

Sgt. Hendershot – Amos commented about the upcoming self-defense class. Lynch asked about the ratio of traffic stops, tickets issued, and speeding in general; said residents at town hall meeting said more

tickets should be issued; Hendershot said it all depends on timing and other duties the deputies are working on; only two deputies; Bennett stated about more accountability and residents want more tickets issued to slow down drivers; Coolman asked about meeting with Mayor, Madison Township police, and police chief organizations to share statistics.

*Law Director*

*Finance Director*

**20-103**

Report with December 2019 Financial Statement ([Report, Statement](#))

*Public Service Director*

**20-104**

Project Update ([Report](#))

*Development Director*

Haire - Proposal received for new residential area called Greengate Condominiums along Hill Road; application for new office building at Winchester Office Park; application for new sports bar in front of Meijer called Shooters Sports Grill from Cincinnati

**K. Council Reports**

*Work Session/Council - Monday, February 3, 2020 at 6 p.m.*

*Work Session/Council - Tuesday, February 18, 2020 at 6 p.m.*

*Work Session/Council - Monday, March 2, 2020 at 6 p.m.*

*CW Human Services - Mr. Milliken*

Milliken – the Souper Bowl fundraiser is 2-2-20, donations larger than ten dollars receive a bowl crafter by the students at high school; still accepting items for silent auction; taking seniors to casino

*CWICC - Mr. Clark and Mr. Lynch*

*CWJRD - Mr. Bennett and Mrs. Amos*

Amos – Currently finalizing candidates for JRD manager position; held movie night at the school and got movie license and going to do summer programs; new sports opening up, like Zumba; Bennett stated 2-20 is board meeting at town hall; winter movie series 2-21 at Indian Trail; director and commissioner meeting and party on Super Bowl Sunday; the board has expanded to seven members, need more active and engaged community members, create a finance sub-committee; looking at new program ideas for young adults; a parent liaison to keep working on relationships with parents

*Destination: Canal Winchester - Mr. Walker*



**L. Old/New Business****20-107**

Nomination of Persons to Serve on the Charter Review Commission

***Motion to nominate six members and two alternates to the Charter Review Commission made by Bennett; seconded by Lynch***  
***Motion carried by the following vote:***

***Yes 7 – Bennett, Lynch, Amos, Clark, Coolman, Milliken, Walker***

The following people were nominated by city council to the Charter Review Commission:

Michael Stobart

Katy Santore

Jackie Marion

Nick Franklin

Amy Giesecke

Liana Obert

Alternates:

Jim Bohnlein

Rick Deeds

The Mayor nominated the following people to the Charter Review Commission:

Charles Carpenter

Ryan Rose

Pat DeWitt

Marilyn Rush-Ekelberry

Steve Donahue

Jackson – Asked what are we doing with the Rotary dictionary project request for grant funds under the bed tax grants; discussion between council members ensued; decision of council to fund the Rotary dictionary project at \$500 as originally approved by the grant review process

Jackson – recently received a bed tax grant application from the chamber of commerce; it was after the deadline; wanted to present it to council; requesting funds for the running scared 5K; Bennett asked are grant funds left; Jackson said yes about \$2000; discussion among council members; this is past the deadline, we should enforce the deadline that we set to be consistent; decision of council to not entertain this grant application; Milliken asked what happens to the grant funds not used; Jackson said they go back into the general fund.

**M. Adjourn to Executive Session (if necessary)****N. Adjournment**

***Motion to adjourn made by Amos; seconded by Lynch***  
***Motion carried by the following vote:***

***Yes 7 – Amos, Lynch, Bennett, Clark, Coolman, Milliken, Walker***  
***Adjourned at 9:11 pm***

**RESOLUTION NO. 20-001**

**A RESOLUTION TO AUTHORIZE THE MAYOR AND FINANCE  
DIRECTOR TO ENTER INTO CONTRACTS WITH THE  
DIRECTOR OF TRANSPORTATION FOR THE  
IMPROVEMENTS OF GENDER ROAD/STATE ROUTE 674**

WHEREAS, on the 21<sup>st</sup> day of October, 2019, the City enacted legislation cooperating with the Director of Transportation for the described project:

The project consists of planning and resurfacing portions of Gender Rd. (SR 674) between the Canal Winchester southern corporation limit and US 33 and the US 33 eastbound exit ramp, including signing, pavement markings, and traffic signal work, lying within the City of Canal Winchester; and,

WHEREAS, the City shall cooperate with the Director of Transportation in the above described project as follows:

The City agrees to assume and bear one hundred percent (100%) of the entire of the improvement within the city limits, less the amount of Federal-Aide funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, US Department of Transportation.

The share of the cost of the City is now estimated in the amount of Three Hundred Sixty-One Thousand Sixty-six and 00/100 Dollars (\$361,066.00), but said estimate amount is to be adjusted in order that the City's ultimate share of said improvement shall correspond with the said percentages of actual costs when said actual costs are determined; and,

WHEREAS, the City desires the Director of Transportation to proceed with the aforesaid highway improvement: and,

WHEREAS, it is the recommendation of the Director of Public Service and Superintendent of Water Reclamation that it is in the best interest of the City to enter into agreement with the Director of Transportation for the purposes of repaving Gender Rd. (SR 674).

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

Section 1. That the sum of Three Hundred Sixty-One Thousand Sixty-Six and 00/100 Dollars (\$361,066.00) is hereby appropriated for the improvement described above and the Finance Director is hereby authorized to enter into an agreement for said sum upon the requisition of the Director of Transportation to pay the cost and expense of said improvement; and, hereby agree to assume the share of the cost and expense over and above the amount to be paid from Federal funds.

Section 2. That the City hereby requests the Director of Transportation to proceed with the aforesaid highway improvement.

Section 3. That the City enter into a contract with the State and that the Mayor and Finance Director be and hereby is authorized to execute said contract providing for the payment of the City the sum of money set forth herein above for improving the described project.

Section 4. That the City will transmit to the Director of Transportation a fully executed copy of this Resolution.

Section 5. That this resolution shall take effect and be in full force from and after the earliest period allowed by law.

DATE PASSED \_\_\_\_\_

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST \_\_\_\_\_  
CLERK OF COUNCIL

\_\_\_\_\_  
MAYOR

DATE APPROVED \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

\_\_\_\_\_  
Clerk of Council

**RESOLUTION NO. 20-002**

**A RESOLUTION TO AUTHORIZE THE MAYOR AND FIANCE DIRECTOR TO APPLY FOR, ACCEPT, AND ENTER INTO A WATER POLLUTION CONTROL LOAN FUND (WPCLF) AGREEMENT ON BEHALF OF THE CITY OF CANAL WINCHESTER FOR PLANNING, DESIGN, AND/OR CONSTRUCTION OF WASTEWATER FACILITIES; AND DESIGNATING A DEDICATED REPAYMENT SOURCE FOR THE LOAN**

WHEREAS, the City of Canal Winchester seeks to upgrade its existing wastewater facilities, specifically the backup generator; and,

WHEREAS, the City intends to apply for WPCLF funds for the planning, design, and/or construction of the wastewater facilities; and,

WHEREAS, the Ohio WPCLF requires the government authority to pass legislation for application of loan and the execution of an agreement as well as designating a dedicated repayment source; and,

WHEREAS, it is the recommendation of the Director of Public Service and Superintendent of Water Reclamation that it is in the best interest of the City to apply for WPCLF funds.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

Section 1. That the Mayor and Finance Director be and hereby is authorized to apply for a WPCLF loan, sign all documents for, and enter into a Water Pollution Control Loan Fund with the Ohio Environmental Protection Agency and the Ohio Water Development Authority for planning, design, and/or construction of wastewater facilities on behalf of the City of Canal Winchester.

Section 2. That the dedicated source of repayment will be the sewer fund.

Section 3. That this resolution shall take effect and be in full force from and after the earliest period allowed by law.

DATE PASSED \_\_\_\_\_

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST \_\_\_\_\_  
CLERK OF COUNCIL

\_\_\_\_\_  
MAYOR

DATE APPROVED \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

\_\_\_\_\_  
Clerk of Council

**ORDINANCE NO. 20-002**

**AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT WITH QUALITY CONTROL INSPECTION, INC. FOR CONSULTING SERVICES RELATING TO CONSTRUCTION INSPECTION FOR THE PERIOD FROM JANUARY 31, 2020 THROUGH DECEMBER 31, 2022.**

WHEREAS, Council hereby finds and determines that it is in the best interest of the City of Canal Winchester to provide for consulting services relating to construction inspection for private and public capital projects in the City; and

WHEREAS, it is necessary to enter into such agreement immediately to provide for construction inspection;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

Section 1. That the Mayor be, and hereby is, authorized to enter into and execute an agreement with Quality Control Inspection, Inc. to provide construction inspection for private and public capital projects in the City for the Period from January 31, 2020 through December 31, 2022.

Section 2. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED \_\_\_\_\_

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST \_\_\_\_\_  
CLERK OF COUNCIL

\_\_\_\_\_  
MAYOR

DATE APPROVED \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

\_\_\_\_\_  
Clerk of Council



## Agreement

Contract No.: 110-19-05  
Expiration: 12-31-2022  
Client: City of Canal Winchester  
Service: General Project Representation/  
Contract Administration

---

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_ by and between Quality Control Inspection, Inc ("QCI") and the City of Canal Winchester ("OWNER").

### **WITNESSETH:**

WHEREAS, QCI is in the business of providing consulting services relating to construction inspection

WHEREAS, the OWNER is desirous of engaging QCI to retain consulting services relating to construction inspection and contract administration as more fully set forth below: and

WHEREAS, on \_\_\_\_\_, 201\_\_ the \_\_\_\_\_ authorized the hiring of QCI by Resolution # \_\_\_\_\_; and

WHEREAS, QCI and OWNER have agreed to the terms and conditions for the consideration as more fully set forth below.

NOW THEREFORE, in consideration of the mutual promises and obligations observed and performed by the parties hereto, QCI and the OWNER hereby agree as follows:

### **ARTICLE I - SCOPE OF SERVICE**

QCI shall provide qualified Resident Project Representative(s) ("RPR"), and Contract Administrators ("CA") for use by the OWNER and at the direction of the OWNER's engineer ("ENGINEER") to inspect and consult on work being performed by Contractors hired, or authorized to perform work, by the OWNER.

#### **1. RPR Classifications:**

- a.) Class I RPR's shall have the technical practical experience to perform the services as described herein on public works projects of a more typical nature, *i.e.*: Roadway and underground utility construction, new development projects or other types of projects mutually agreed upon by the OWNER and QCI to be of typical nature.
- b.) Class II RPR's shall have the technical practical experience to perform the services as described herein on public works projects of a more specialized nature, *i.e.*: wastewater treatment plants, water plants, water towers, bridges, non-hazard landfills, building construction or other types of work mutually agreed upon by the OWNER and QCI to be of a highly specialized nature.

#### **2. Duties and Responsibilities:**

- a.) Liaison: Serve as the ENGINEER's liaison with Contractor working principally through Contractors Superintendent and assist him/her in understanding the intent

of the Contract Documents.

b.) Review of work, Rejection of Defective Work, Inspection, and Tests:

- (i) Conduct on-site observations of the work in progress to determine if the work is proceeding in accordance with the Contract Documents and that completed work will conform to the Contract Documents.
- (ii) Report to the ENGINEER and OWNER whenever QCI believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests, or approval required to be made or has been damaged prior to final payment; and advise ENGINEER and OWNER when QCI believes work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- (iii) Verify that tests are conducted as required by the Contract Documents and in the presence of the required personnel, and that the Contractor maintains adequate records thereof; observe, record and report to the ENGINEER and OWNER appropriate details relative to the test procedures.
- (iv) Accompany visiting inspectors representing public or other agencies having jurisdiction over the project, record the outcome of these inspections and report to ENGINEER and OWNER.

c.) Interpretation of Contract Documents: Transmit to the Contractor clarifications and interpretations of the contract documents as approved by the ENGINEER.

d.) Modification: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report them with recommendations to ENGINEER and OWNER.

e.) Reports:

- (i) Furnish ENGINEER and OWNER daily reports as required for progress of the work and Contractor's compliance with the approved progress schedule and schedule of Shop Drawings submissions. Included shall be pay items completed, test data, and comments relative to observations of the day's work.
- (ii) Consult with ENGINEER and OWNER in advance of scheduled major tests, inspections, or start of important phases of work.

f.) RPR:

- (i) The RPR is authorized to call to the attention of the Contractor any failure of the work or materials that do not conform to the Specifications and Contract.
- (ii) The RPR is authorized to reject non-specified materials.

g.) Payment Requisitions: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward those with recommendations to ENGINEER and OWNER, noting particularly their relation to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.

h.) Completion:

- (i) Submit to Contractor a list of observed items requiring completion or correction.
- (ii) Conduct final inspection in the presence of the ENGINEER, OWNER and Contractor and prepare a final list of items to be completed or corrected.
- (iii) Verify that all items on final list have been completed or corrected and make recommendations to ENGINEER and OWNER concerning acceptance.

i.) Additional Duties and Responsibilities: In addition to the duties and responsibilities as spelled out in Article 1 - Scope of Service, at the request of the ENGINEER, the CA shall act as a liaison Officer between the ENGINEER, and the RPR, and shall, under the ENGINEER's authority and control; use best effort to resolve, rectify, remedy, correct and/or modify all field problems of any nature whatsoever, included, but not limited to, making recommendations and/or suggestions of solutions to field problems to the ENGINEER.

j.) At the written request of OWNER, QCI shall provide an Ohio licensed engineer for the purpose of construction engineering (CE) consulting services as may be required from time-to-time by the OWNER.

## ARTICLE II - LIMITATIONS

Except upon written instruction of the ENGINEER or OWNER, the RPR, CA or CE:

- 1. Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
- 2. Shall not issue instructions contrary to the contract plans, specifications, or contract documents.
- 3. Shall not exceed limitations of the ENGINEERs authority as set forth in the Contract Documents.
- 4. Shall not undertake any of the responsibilities of Contractor, Subcontractor, or Contractor's Superintendent, or expedite the work.
- 5. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences, or procedures of construction unless such is specifically called for in the Contract Documents.
- 6. Shall not issue directions as to safety precautions and programs in connection with the work.
- 7. Shall not be liable for defective work, acts of omission, or operating procedures of the Contractor.

## ARTICLE III - OWNER RESPONSIBILITY

- 1. The OWNER Designates Mr. William Sims as its Owner's Representative to coordinate the work of QCI. The Owner's Representative shall be the source of instruction to QCI and shall have the authority to interpret OWNER's policies and procedures as necessary to maintain QCI's work schedule. The Owner Representative shall have the right to



reasonably approve all personnel assigned by QCI.

2. OWNER shall provide QCI with any additional information including approved Final Subdivision Plans, Cut Sheets, Reports, OWNER Standard Construction Drawings and Specifications, Maps and Tax Maps insofar as the information is available or may be secured by the OWNER.
3. OWNER shall bear the cost of furnishing the information indicated above as a cost separate and apart from fees paid to QCI under the terms and conditions of this Agreement, except as may be otherwise noted.

#### **ARTICLE IV - FEES**

1. **Fee Schedule:**

- a.) The OWNER shall pay to QCI the fees as set forth in Exhibit "A" attached hereto,
- b.) The fees shall be due and payable on a monthly basis upon presentation by QCI of a detailed invoice.
- c.) QCI shall submit a monthly invoice to the OWNER, specifying the project name, total RPR hours worked, CA hours worked and any additional reimbursable expenses with prior approval from the OWNER.
- d.) Payment shall be made to Quality Control Inspection, Inc., 40 Tarbell Avenue, Bedford, Ohio 44146, or QCI's assigned financial agent within THIRTY (30) days of the dated invoice.
- e.) In the event the OWNER or QCI desires to terminate this Agreement, it may be terminated upon a SEVEN (7) days written notice by the party so desiring to terminate to the other party. QCI shall be paid for work completed and services performed up to the time of notice and in the event it is permitted to complete commenced projects, QCI shall be compensated at the rate provided for herein.
- f.) This agreement shall become effective upon "Acceptance" and remain in effect through January 10, 2020 and shall not be construed to provide for exclusive use of QCI or to guarantee utilization of the above stated services to any level stated or implied.

#### **ARTICLE V - INDEMNIFICATION**

1. **Indemnification and Hold Harmless:**

- a.) OWNER shall indemnify, defend, and hold QCI harmless from and against any and all liabilities, losses, claims, damages, suits, actions, judgments, costs, charges and other expenses of whatsoever nature or character arising out of or occasioned by injury or death to any person or persons, or damages to any property, or any other damages whatsoever, except as otherwise may be limited to this agreement, caused by reason of the performance of services hereunder as RPR/CA or otherwise for the OWNER, its servants, agents, employees, contractors, sub-contractors; provided, however, that QCI acted in good faith in a manner which, under the circumstances, a reasonable person might believe to be in or not opposed to the best interests of the OWNER. OWNER agrees not to assert as a defense to its indemnification obligations hereunder any immunity to which it may be entitled under Section 35, Article II of the Ohio Constitution or Sections 4123.74 and

4123.741 of the Ohio Revised Code. This indemnity obligation of OWNER shall not be applicable to the extent QCI is provided coverage under the insurance policy set forth in letter e.) below, or to the extent that this indemnity obligation is prohibited or limited by the laws of the State of Ohio.

- b.) In connection with the indemnification to be provided by the OWNER hereunder, the OWNER shall have the right to designate the attorney to represent QCI, and such attorney may be the Solicitor or Law Director of the OWNER.
- c.) In the event the OWNER shall incur expenses on behalf of QCI hereunder in connection with a claim or matter as to which QCI shall be adjudged to be liable for negligence or intentional misconduct or violation of civil rights, as provided above, QCI shall reimburse the OWNER for such expenses reasonably incurred by it.
- d.) With respect to any claim or matter as to which the OWNER shall undertake to indemnify QCI, no amount shall be paid in settlement thereof unless the OWNER has approved such payment.
- e.) QCI shall at all times maintain in force and effect professional liability insurance with a Limit of liability of not less than \$2,000,000.00 and in a form generally the same as its current coverage provided by Enestan Insurance Company.
- f.) In the event the OWNER indemnifies QCI hereunder in connection with a claim or matter as to which QCI's insurance carrier has denied coverage under QCI's insurance policy, QCI shall, upon request of the OWNER, assign to the OWNER all of its rights against the insurance carrier arising by reason of such denial.
- g.) As used in this Section, the term "QCI" shall include: employees; agents and sub-consultants of QCI in connection with the performance of services hereunder.
- h.) Notwithstanding any of the foregoing provisions of this Section, this Section shall not apply to any claims that may be asserted by the OWNER against QCI in connection with his performance of services for the OWNER.

#### **ARTICLE VI - NON-SOLICITATION OF QCI EMPLOYEES**

##### **1. Solicitation of QCI Employees.**

- a.) **Information About QCI Employees.** OWNER may work closely with employees of QCI performing services under this Agreement. Any information about such employees which becomes known to OWNER during the course of this Agreement and which is not otherwise known to the public, including compensation or commission structure, is a Trade Secret of QCI and shall not be used by OWNER in soliciting employees of QCI at any time. OWNER agrees to protect the confidentiality of such information, to the extent that these terms are permitted under public records law.
- b.) **Solicitation of Employees Prohibited.** During the term QCI is performing services for OWNER and from one (1) year following the cessation of such services, OWNER shall not directly or indirectly ask or encourage any employee(s) or former employee(s) of QCI to leave their employment with QCI, solicit any employee(s) of QCI or former employee(s) for employment, make any offer(s) of employment to any employee(s) or former employee(s) of QCI or employ any employee(s) or former employee(s) of QCI.

- c.) Injunctive Relief. OWNER agrees and acknowledges that the violation of any of the provisions contained herein would cause irreparable injury to QCI, that the remedy of law for any violation or threatened violation thereof would be inadequate, and that QCI shall be entitled to temporary or permanent injunctive or other equitable relief without the necessity to prove actual damages. In any proceeding by QCI to enforce any of the provision of this Agreement, the prevailing party shall be entitled to reimbursement of all costs and reasonable attorney's fees incurred in such litigation.
- d.) Liquidated Damages. OWNER agrees and acknowledges that the actual damages, which would result by any breach by it of this Agreement, are uncertain and would be extremely difficult to ascertain. OWNER therefore agrees to pay QCI a sum equal to thirty-five percent (35%) of the annual compensation previously paid by QCI to any employee(s) of QCI that leave(s), as a result of OWNER's breach of this Agreement, and any damages over and above this amount to which QCI may be entitled by law.

#### ARTICLE VII - COPYRIGHTS

OWNER acknowledges and agrees that QCI has certain licensing rights to Build A Form® Engineer Report System ("System") that will be utilized by QCI under this Agreement. QCI has proprietary rights in said System, which shall remain the sole property of QCI, and nothing herein shall be deemed to create any rights to OWNER in violation of the rights or interest of QCI or any third party. OWNER acknowledges that the remedy at law for any breach of this section will be inadequate and, accordingly, in the event of any breach or threatened breach by OWNER of this section, QCI shall be entitled, in addition to any other remedies, to any injunction restraining any such breach, without bond or other security being required.

#### ARTICLE VIII - GENERAL


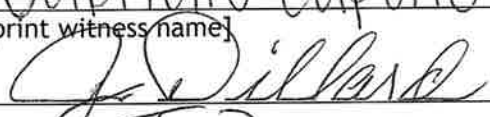
1. Heading. The headings to the Articles and Sections of the Agreement are inserted for convenience only and will not be deemed a part of this Agreement for purposes of interpreting or applying the provisions of this Agreement.
2. Governing Law. This Agreement will be governed in all respects by the laws of the State of Ohio.
3. Severability. If any provision or paragraph of this Agreement shall be prohibited by law or held to be invalid, such provision or paragraph shall be separable from this agreement without invalidating the remaining provisions or paragraphs hereof.
4. Amendments. During the term of this Agreement, OWNER and QCI may amend this Agreement provided; however, any such amendment must be in writing and signed by both OWNER and QCI.
5. Force Majeure. Neither party shall be liable for its failure to perform hereunder due to any contingency beyond its reasonable control, including acts of God or the public enemy, fire, explosion, accident, flood, drought, embargoes, war, riot, sabotage, action of any kind of governmental authority, whether valid or invalid, strikes, lockouts, labor disputes or shortages or any contingency, delay, failure or cause beyond the parties reasonable control, whether or not of the kind specified herein.
6. Waiver. The waiver by either party of any breach or violation of any provision of this Agreement shall be effective only if given in writing and signed by the waiving party. Any waiver of one breach or violation shall not operate or be construed as a waiver of

any subsequent breach or violation.

7. Entire Agreement. This instrument, including the appendices, exhibits, and attachments hereto, constitutes the entire Agreement between the parties covering the subject matter and supersedes all previous agreements and all proposals and negotiations not expressly set forth herein. No modifications or amendments shall be valid unless in writing and signed by both parties. Where conflicts may arise between this Agreement and the proposal of QCI, this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above mentioned.

WITNESSES:

  
\_\_\_\_\_  
Gabrielle Capone  
[print witness name]  
  
\_\_\_\_\_  
J. DILLARD  
[print witness name]

**QUALITY CONTROL INSPECTION, INC.**

By:   
\_\_\_\_\_  
Print Name: Rick Capone  
Title: President

**CITY OF CANAL WINCHESTER**

By: \_\_\_\_\_  
\_\_\_\_\_  
Print Name: Michael Ebert  
Title: Mayor

\_\_\_\_\_  
[print witness name]

\_\_\_\_\_  
[print witness name]

C:\Work\QCI\Shared\CANAL WINCHESTER, City of\SCOPES\2020 Agreement with CITY - Copy.doc

## EXHIBIT "A"

### 1. Fee.

- a.) **Resident Project Representative - Class I** - \$54.10 per hour, per person. Work performed on a Saturday, Sunday, Holiday and/or any hours, which exceed a total of eight hours (8) per day, will be regarded as an extra for which compensation will be in the sum of \$81.11 per hour, per person for each extra hour worked.
- b.) **Resident Project Representative - Class II** - \$61.29 per hour, per person. Work performed on a Saturday, Sunday, Holiday and/or any hours, which exceed a total of eight hours (8) per day, will be regarded as an extra for which compensation will be in the sum of \$91.93 per hour, per person for each extra hour worked.
- c.) **Contract Administration** - \$84.98 per hour, per person.
- d.) **Construction Engineer** - \$88.58 per hour, per person.
- d.) **Mileage Reimbursement** – QCI shall be reimbursed the current IRS "Standard Mileage Rate" for mileage reimbursement for any required driving.
- e.) QCI's rates conform to the following cost principles: Monday through Friday, five (5) eight (8) hour workdays.
- f.) OWNER/Developer's Representative shall contact QCI one (1) hour prior to the start of any scheduled work to terminate any scheduled daily inspections. QCI shall forgo compensation for properly terminating scheduled daily inspection services. QCI shall be compensated for TWO (2) hours per person, for all scheduled inspection terminated before a two (2) hour working period, compensated for FOUR (4) hours per person for all scheduled inspection which exceeds two (2) hours but has not exceeded a four (4) hour working period and compensated for EIGHT (8) hours per person for all scheduled inspection exceeding four (4) hours and not exceeding an eight (8) hour working period.
- g.) Reimbursable expenses; mean the actual expenses incurred directly or indirectly, plus 10%, in connection with the project including: expendable materials, incidental thereto; providing and maintaining field office facilities including furnishings and utilities; reproduction of reports, drawings and specifications and similar project related items.
- i.) All QCI personnel shall have made available to them, when necessary, inspection equipment for all assignments as identified in exhibit "B".

**EXHIBIT "B"**

**Tool Inventory List**

Air Temperature Thermometer	Asphalt Thermometer
Calculator	Flashlight
Hard Hat	Level (4'-0)
Level (Torpedo)	Pick
Probe	Ruler (6'-0 Folding)
Safety Vest	Shovel
Spec. Book (City of Columbus & State of Ohio, D.O.T.)	Columbus/ODOT Standard Drawings
Wheel (Measuring)	Cellular Telephone & Digital Camera

**ORDINANCE NO. 20-004**

**AN ORDINANCE AUTHORIZING THE CITY OF CANAL WINCHESTER TO ENTER INTO A COMMUNITY REINVESTMENT AREA AGREEMENT WITH NORTHPOINT DEVELOPMENT, L.L.C., PURSUANT TO SECTION 3735.671 OF THE OHIO REVISED CODE; AUTHORIZING THE CITY OF CANAL WINCHESTER TO ENTER INTO A RELATED SCHOOL COMPENSATION AGREEMENT WITH THE CANAL WINCHESTER LOCAL SCHOOL DISTRICT AND NORTHPOINT DEVELOPMENT, L.L.C.**

**WHEREAS**, the City desires to pursue all reasonable and legitimate incentive measures to assist, encourage and stimulate development in specific areas of the City that have not enjoyed sufficient reinvestment from remodeling or new construction; and

**WHEREAS**, the City, by Resolution No. 19-024 adopted by the Council on October 7, 2019 (the “Resolution”), designated the area specified in the Resolution as the Route 33 North Community Reinvestment Area (the “CRA”) pursuant to Ohio Revised Code (“R.C.”) Sections 3735.65 through 3735.70 (the “CRA Act”), and authorized a real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

**WHEREAS**, Northpoint Development, L.L.C., a Missouri limited liability company (the “Developer”) is in contract to purchase the real property contained within the City and the CRA, described in Exhibit A attached hereto (the “Project Site”) and is expected to own initially the buildings on the Project Site; and

**WHEREAS**, the Developer wishes to enter into a community reinvestment area agreement (“CRA Agreement”), pursuant to Section 4 of Resolution No. 19-024, to receive an exemption from taxation for a commercial or industrial development project consisting of an estimated \$30,000,000.00 investment in the construction of approximately 860,000 square feet of commercial or industrial space, estimated to create approximately 80 full-time jobs and a \$2,400,000.00 payroll; and

**WHEREAS**, the City and Developer have negotiated terms for the CRA Agreement, the proposed draft of which is attached hereto and labeled Exhibit B, subject to City Council providing the Mayor authority to execute the CRA Agreement; and

**WHEREAS**, the Project Site is located in the Canal Winchester Local School District (the “Local School District”) and the Eastland-Fairfield Joint Vocational School District, and the board of education of each school district has been notified of the proposed approval of this Agreement in accordance with R.C. Sections 3735.671 and 5709.83, or has waived such notice, and has been given a copy of the draft CRA Agreement; and

**WHEREAS**, pursuant to R.C. Section 3735.671, the Board of Education of the Canal Winchester Local School District has (i) approved the terms of the CRA Agreement, including the one hundred percent (100%) real property tax exemption for fifteen (15) years for the assessed value of new

structures and the fifty percent (50%) real property tax exemption for ten (10) years for the increase in the assessed value attributable to remodeling for which the cost is at least \$100,000.00 at the Project Site; (ii) waived its rights to receive the forty-five (45) day and fourteen (14) day notices under R.C. Sections 3735.671 and 5709.83; (iii) consented to the approval and execution of this Agreement; and (iv) authorized the execution, on behalf of the School District, of a School Compensation Agreement between the City, the School District, and the Developer, the proposed draft of which is attached hereto and identified as Exhibit C;

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, OHIO, THAT:**

Section 1. The Mayor is hereby authorized to enter into a CRA Agreement with the Developer, in substantially the form of the draft CRA Agreement attached and identified as Exhibit B, which is incorporated herein. The approval of changes to the form and the character of those changes as not being substantial shall be evidenced conclusively by the execution of the CRA Agreement by the Mayor.

Section 2. The Mayor is hereby authorized to enter into a School Compensation Agreement with the Canal Winchester Local School District and the Developer, in substantially the form of the draft School Compensation Agreement attached and identified as Exhibit C, which is incorporated herein. The approval of changes to the form and the character of those changes as not being substantial shall be evidenced conclusively by the execution of the School Compensation Agreement by the Mayor.

Section 3. The Mayor, or his designees, and the Clerk of Council, or her designees, are hereby authorized and directed to take such actions as are necessary and are consistent with this Ordinance, the terms of the CRA Agreement, and the terms of the School Compensation Agreement, to prepare, execute, and file such additional documents or instruments as are necessary to effectuate the CRA Agreement, the School Compensation Agreement, and the exemption from real property taxation authorized thereby.

Section 4. The Council hereby finds that all formal actions and deliberations related to the passage of this Ordinance have occurred in an open meeting of the Council, or in lawfully convened executive session, in compliance with Section 121.22 of the Ohio Revised Code.

Section 5. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.



DATE PASSED \_\_\_\_\_

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST \_\_\_\_\_  
CLERK OF COUNCIL

\_\_\_\_\_  
MAYOR

DATE APPROVED \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

\_\_\_\_\_  
CLERK-TREASURER

## EXHIBIT A

### MAP OF THE PROJECT SITE

The shaded area on the attached map specifically identifies and depicts the Project Site and constitutes part of this Exhibit A.

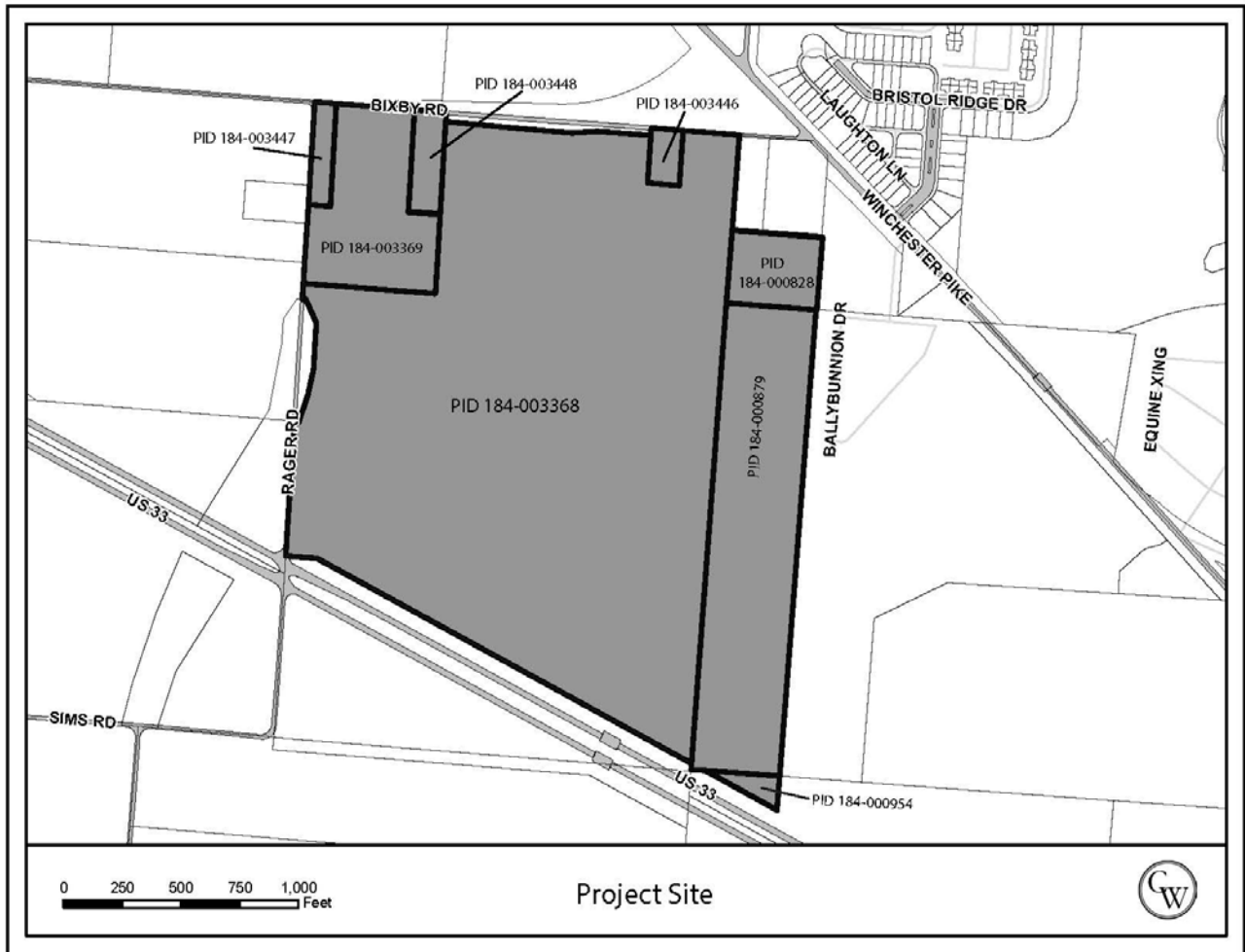


EXHIBIT B

**CANAL WINCHESTER ROUTE 33 NORTH  
COMMUNITY REINVESTMENT AREA AGREEMENT**

This **COMMUNITY REINVESTMENT AREA AGREEMENT** (“Agreement”) is made and entered into by and between the CITY OF CANAL WINCHESTER (the “City”), a municipal corporation in the State of Ohio (the “State”), through the Canal Winchester City Council (the “Council”), and NorthPoint Development, L.L.C., a Missouri limited liability company with offices located at 4825 NW 41<sup>st</sup> Street, Suite 500, Riverside, MO 64150 (the “Developer”).

WITNESSETH:

WHEREAS, the City desires to pursue all reasonable and legitimate incentive measures to assist, encourage and stimulate development in specific areas of the City that have not enjoyed sufficient reinvestment from remodeling or new construction; and

WHEREAS, the City, by Resolution No. 19-024 adopted by the Council on October 7, 2019 (the “Resolution”), designated the area specified in the Resolution as the Route 33 North Community Reinvestment Area (the “CRA”) pursuant to Ohio Revised Code (“R.C.”) Sections 3735.65 through 3735.70 (the “CRA Act”), and authorized a real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

WHEREAS, the Developer is in contract to purchase the real property contained within the City and the CRA, described in Exhibit A attached hereto (the “Project Site”) and is expected to own initially the Project and intends to construct a series of industrial facilities and related site improvements (collectively, the “Project,” with each individual building within the Project and its related site improvements hereinafter referred to as a “Building”), provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, the Developer has submitted to the City an application for a community reinvestment area agreement (the “Application”), a copy of which is attached hereto as Exhibit B; and

WHEREAS, the Developer intends to lease the Buildings or parts to one or more future tenants (each as “Tenant,” collectively the “Tenants”), which Tenants shall be the parties that equip and occupy the Buildings and employ workers at the Project; and

WHEREAS, the Director of Development of the State of Ohio has determined that the Route 33 North CRA as designated contains the characteristics set forth in Section 3735.66 of the Ohio Revised Code and confirmed that area as a “Community Reinvestment Area” pursuant to Section 3735.66 of the Ohio Revised Code, and the City, having the appropriate authority for the Project, is desirous of providing incentives available for the development of the Project in the Route 33 North CRA; and

WHEREAS, the Developer has remitted or shall remit with the Agreement Application the required State application fee of \$750.00 made payable to the Ohio Development Services Agency to be forwarded to that Department with a copy of this Agreement; and

WHEREAS, the Housing Officer under Section 3735.65 of the Ohio Revised Code has reviewed the Agreement Application and has recommended the same to the City Council on the basis that the Developer is qualified by financial responsibility and business experience to create and preserve employment opportunities in the Route 33 North CRA and improve the economic climate of the City; and

WHEREAS, the Project site is located in the Eastland-Fairfield Career and Technical Schools District (the "JVSD") and in the Canal Winchester Local School District (the "School District"); and

WHEREAS, the Developer has entered into a School Compensation Agreement with the School District and the City, a copy of which is attached hereto and labeled Exhibit C; and

WHEREAS, the City has timely provided proper notice of its intention to enter into this Agreement to the JVSD, and the Board of Education of the School District has waived its right to receive notice under Sections 3735.671 and 5709.83 of the Revised Code and has approved this Agreement; and

WHEREAS, pursuant to R.C. Section 3735.671, the Board of Education of the School District has (i) approved the terms of this Agreement, including the one hundred percent (100%) real property tax exemption for fifteen (15) years for the assessed value of new structures (ii) waived its rights to receive the forty-five (45) day and fourteen (14) day notices under R.C. Sections 3735.67 and 5709.83; and (iii) consented to the approval and execution of this Agreement; and

WHEREAS, the Council, by Ordinance No. \_\_\_\_\_, adopted on \_\_\_\_\_, 2020, has approved the terms of this Agreement and authorized its execution on behalf of the City.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties hereto agree to the foregoing and as follows:

Section 1. Project. The cost of the investments to be made in connection with the Project by the Developer is estimated to be approximately \$30,000,000, potentially across multiple phases, for construction of new Buildings (exclusive of any amounts for acquisition of machinery and equipment, furniture and fixtures, and inventory) to contain, cumulatively, approximately 866,000 square feet of space. There are no existing buildings at the Project Site. The estimates provided in this Section are good faith estimates provided pursuant to R.C. Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement. The parties recognize that the costs associated with the Project may increase or decrease significantly. The parties also recognize that costs do not necessarily equal otherwise taxable value.

Section 2. Good Faith Estimates of Project Job Creation. The Developer currently estimates there will be created at the Project approximately 80 full-time equivalent employees, with a total annual payroll of approximately \$2,400,000 upon full build-out of the Project. As of the Effective Date, the Developer has no (0) full-time equivalent employees at the Project. Therefore no employee positions were retained by the Developer due to construction of the Project. The estimates provided in this Section 2 are good faith estimates provided pursuant to Section 3735.671(B) of the Ohio Revised Code and

shall not be construed in a manner that would limit the amount or term of the tax exemption provided in this Agreement. The parties to this Agreement recognize that the employment and payroll estimates associated with the Project may increase or decrease significantly and that all employees at the Project will be hired by Companies or their respective lessees other than the Developer.

Section 3. Obligations for Tax Incentive Council. Developer each Tenant shall provide, or cause Tenants to provide, to the applicable tax incentive review council any information reasonably necessary for the council to make the determinations required under Section 5709.85 of the Ohio Revised Code and to evaluate Developer's compliance with this Agreement, including returns filed pursuant to Section 5711.02, 5711.13 and 5727.08 of the Ohio Revised Code if requested by that council. Upon the request of the council the recipient shall provide the council any information necessary to perform its review with the nondiscriminatory hiring policies developed by the City under Section 5709.832 of the Revised Code.

Section 4. Tax Exemption. Pursuant to Section 3735.67 of the Ohio Revised Code, the City hereby grants to Developer, as owner of each Building constructed on the Project Site within the Route 33 North CRA a tax exemption for such Building of one hundred percent (100%) for fifteen (15) years. The exemption commences the first year for which the Building would first be taxable were that Building not exempt from taxation under this Agreement. No exemption shall commence after tax year 2022 (tax payment year 2023) nor extend beyond tax year 2036 (i.e., tax payment year 2037). Each Building constructed as a part of the Project shall be treated separately for purposes of determining its qualification for tax exemption hereunder.

Section 5. Obligation of Developer. Developer shall pay or cause to be paid such real property taxes as are not exempt under this Agreement and are charged against such property and shall file all tax reports and returns as required by law. If Developer fails to pay such taxes or file such returns and reports, the exemption from taxation granted under this Agreement with respect to such Building is rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter, provided that such failure is not corrected within thirty days after written notice thereof is received by Developer. Developer shall comply with the terms of the School Compensation Agreement.

Section 6. Obligations of City. The City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve and maintain the exemption from taxation granted under this Agreement, including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with that exemption.

Section 7. Continuation of CRA. If for any reason the City revokes its designation of the Route 33 North CRA containing the Project Site, or the Director of the Ohio Department of Development revokes certification of the Route 33 North CRA containing the Project Site, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement unless the Developer materially fails to fulfill its obligations under this Agreement and the City terminates or modifies the exemption from taxation granted pursuant to this Agreement with respect to such Building. Any such termination or modification of tax exemption under this Section 7 shall have no effect on the tax exemption granted under this Agreement for any other Building in the Project. The City agrees that it will not amend or revoke the Route North 33 CRA designation for this Project, or modify the

incentives available under that designation for this Project prior to 2036 without the prior written consent of Developer except as set forth in Section 8.

Section 8. Developer's Material Failure. If Developer materially fails to fulfill its obligations under this Agreement, or if the City determines that the certification as to delinquent taxes required by this Agreement is fraudulent, the City may terminate or modify the exemption from taxation granted under this Agreement with respect to such owner's Building(s). Any such termination or modification of tax exemption under this Section 8 shall have no effect on the tax exemption granted under this Agreement for any other Building in the Project.

Section 9. Tax Certification. The Developer hereby certifies for itself that at the time this Agreement is executed, they do not owe any delinquent real or tangible personal property taxes to any taxing authority of the State and does not owe delinquent taxes for which the Developer is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code, or, if such delinquent taxes are owed, they are currently paying the delinquent taxes pursuant to an undertaking enforceable by the State or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C. 101, et seq., or such a petition has been filed against them the Developer. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

Section 10. Delinquent Tax, Fees and Environmental Certification. the Developer affirmatively covenants that it does not owe: (1) any delinquent taxes to the State or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law.

Section 11. Legislative Approval Required. The Developer and the City acknowledge that this Agreement must be approved by formal action of the legislative authority of the City as a condition for the Agreement to take effect. This Agreement takes effect upon such approval.

Section 12. Agreement Revocation. The exemption from taxation granted under this Agreement shall be revoked with respect to a Building if it is determined that the owner of such building, any successor to such owner or any related member (as those terms are defined in division (E) of Section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into this Agreement under division (E) of Section 3735.671 or Section 5709.62 or 5709.63 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections. Any such termination or modification of tax exemption under this Section 13 shall have no effect on the tax exemption granted under this Agreement for any other Building in the Project.

Section 13. Affirmative Covenants. The Developer affirmatively covenants that it has made no false statements to the State or the City or any other local political subdivisions in the process of obtaining approval of the Route 33 North CRA incentives for the Project. If any representative of the Developer has knowingly made a false statement to the State or a local political subdivision to obtain the Community Reinvestment Area incentives, the Developer shall be required to immediately return all benefits received under this Agreement pursuant Section 9.66(C)(2) of the Ohio Revised Code and

shall be ineligible for any future economic development assistance from the State, any State agency or a political subdivision pursuant to Section 9.66(C)(1) of the Ohio Revised Code. Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to Section 2921.13(D)(1) of the Ohio Revised Code, which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

Section 14. Transferability and Assignment. This Agreement and the benefits and obligations hereof are not transferable or assignable without the express, written approval of the City, which approval shall not be unreasonably withheld or delayed, wherein such transferee or assignee, inter alia, (i) assumes all obligations of Developer under this Agreement with respect to one or more Buildings and the School Compensation Agreement, and (ii) certifies to the validity of the representations, warranties and covenants contained herein as to such transferee or assignee. For each Assignment and Assumption Agreement filed with the City, a \$1000 assignment fee shall be due to the City within 30 days after the complete execution of that Assignment and Assumption Agreement. The template for a Partial Assignment and Assumption Agreement is attached hereto as Exhibit D.

Section 15. Notices. Any notices, statements, acknowledgements, consents, approvals, certificates or requests required to be given on behalf of any party to this Agreement shall be made in writing addressed as follows and sent by (i) registered or certified mail, return receipt requested, and shall be deemed delivered when the return receipt is signed, refused or unclaimed, (ii) by nationally recognized overnight delivery courier service and shall be deemed delivered the next business day after acceptance by the courier service with instructions for next-business-day delivery, or (iii) by facsimile transmission and shall be deemed delivered upon receipt of confirmation of transmission:

If to the City:  
Housing Officer  
City of Canal Winchester  
36 South High Street  
Canal Winchester, OH 43110

If to the Developer:  
Brent Miles, Chief Marketing Officer and Founding Partner  
NorthPoint Development, LLC  
4825 NW 41<sup>st</sup> Street, Suite 500  
Riverside, MO 64150

With a copy to:

David J. Robinson  
David J. Robinson Attorney at Law, LLC  
100 E. Broad St. Suite 1340  
Columbus, OH 43215

Section 16. Annual Fee. The City agrees to waive the annual fee that would otherwise be required by Section 3735.671(D) of the Ohio Revised Code.

Section 17. Severability. If any provision of this Agreement or the application of any such provision to any such person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect. If any provision of this Agreement is capable of two constructions one of which would render the provision valid, then such provision shall have the meaning which renders it valid.

Section 18. Entire Agreement; Amendment. This Agreement and the exhibits to it constitute the entire agreement between Developer and the City pertaining to the subject matter contained therein, and supersede all other prior or contemporaneous agreements or understandings between the City and Developer in connection with the subject matter. Any amendment to this Agreement shall be invalid unless made, in writing, by authorized representatives of the City and Developer.

Section 19. Counterparts. This Agreement may be signed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.

Section 20. Choice of Law and Forum. This Agreement shall be construed according to the laws of the State of Ohio, without regard to conflict of laws provisions, and any action arising hereunder shall be venued only in a court of competent jurisdiction for Franklin County, Ohio.

**IN WITNESS WHEREOF**, the City and The Developer have caused this Agreement to be executed in their respective names by their duly authorized officers as of the date hereinabove written.

**CITY OF CANAL WINCHESTER, FRANKLIN COUNTY, OHIO**

By: \_\_\_\_\_  
Michael Ebert, Mayor

Verified and Certified:

\_\_\_\_\_  
Director of Finance

APPROVED AS TO FORM:



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Law Director

**NORTHPOINT DEVELOPMENT, LLC**

By: 

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Brent Miles  
Chief Marketing Officer, Founding Partner

EXHIBIT A to CRA AGREEMENT  
DEPICTION OF US 33 NORTH CRA

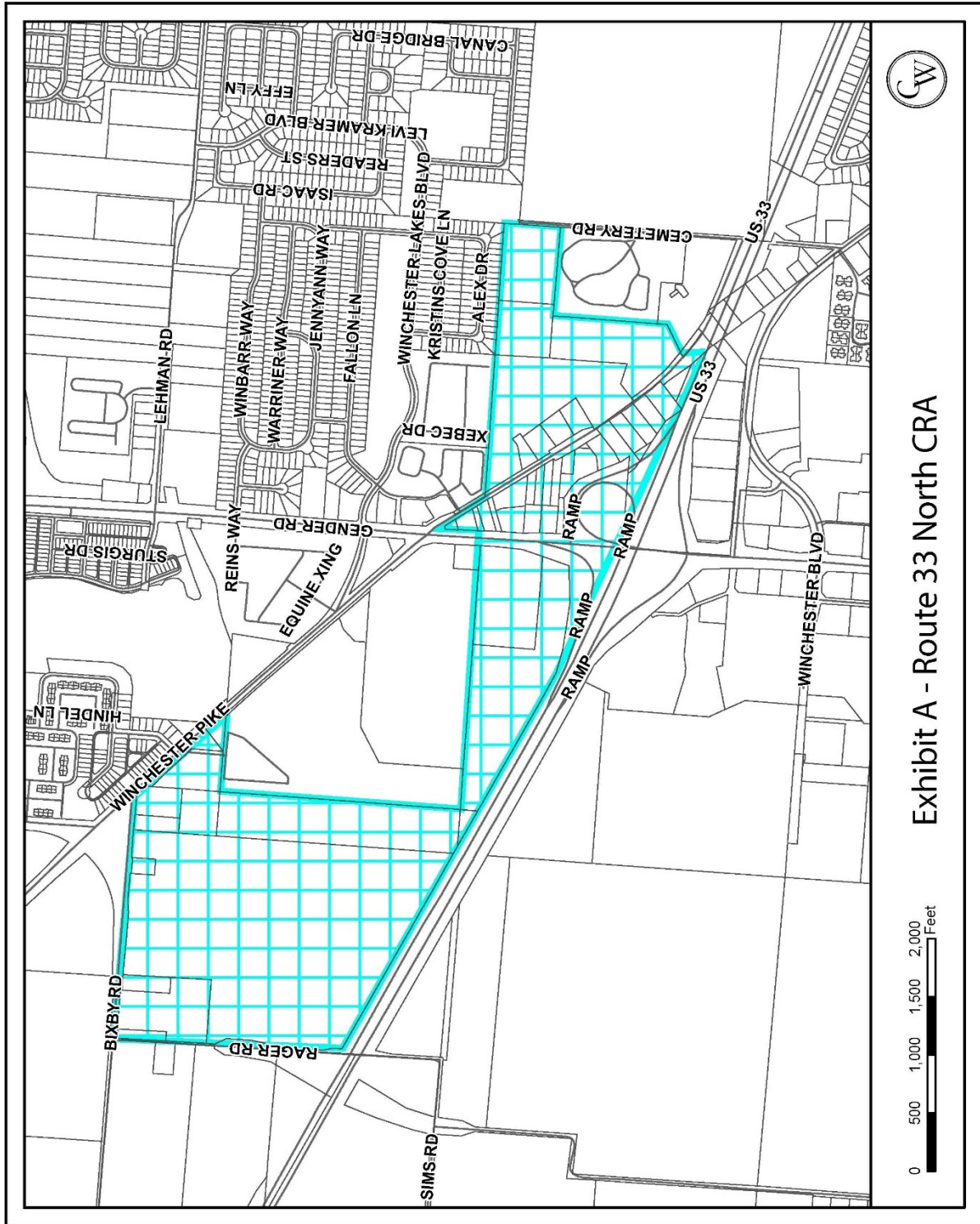
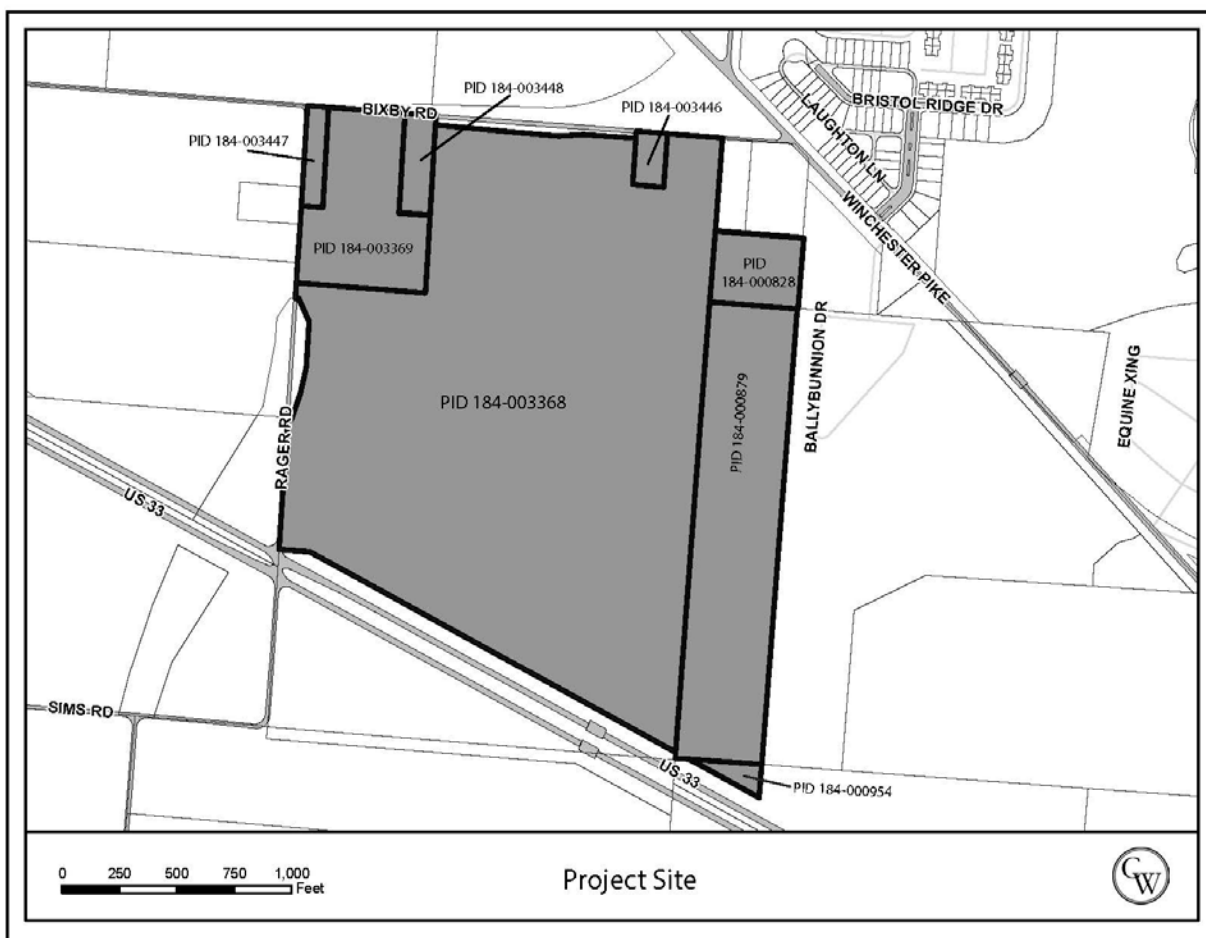


Exhibit A - Route 33 North CRA

## EXHIBIT B to CRA AGREEMENT PROJECT SITE

The Exempted Property is the real estate situated in the City of Canal Winchester, Franklin County and State of Ohio identified as “Additional Land” on the map below, and identified by the Franklin County Auditor for tax year 2019 as parcel numbers 184-003447, 184-003369, 184-003448, 184-003368, 184-003446, 184-000828, 184-000879, and 184-000954;



**EXHIBIT C TO CRA AGREEMENT  
SCHOOL COMPENSATION AGREEMENT**

**SCHOOL COMPENSATION AGREEMENT**

**THIS SCHOOL COMPENSATION AGREEMENT** (the “Agreement”), made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2020 (the “Effective Date”), by and between the CANAL WINCHESTER LOCAL SCHOOL DISTRICT, Franklin County and Fairfield County, Ohio, a local school district and political subdivision of the State of Ohio (“the School District”); the CITY OF CANAL WINCHESTER, Franklin County and Fairfield County, Ohio, a political subdivision and municipal corporation of the State of Ohio (the “City”); and NorthPoint Development LLC, a Missouri limited liability company authorized to transact business in the State of Ohio (“NorthPoint,” or collectively, with the City and School District, the “Parties”) and their respective successors and assigns.

**WITNESSETH:**

**WHEREAS**, the City, pursuant to Sections 3735.65 through 3735.70 of the Ohio Revised Code, established the Route 33 North Community Reinvestment Area (“Route 33 CRA”) by Resolution No. 19-024, adopted October 7, 2019 and confirmed by the Director of the Development Services Agency on December 3, 2019; and

**WHEREAS**, within the Route 33 North CRA, projects may obtain up to 100% exemption of real property taxes on the increase in the assessed valuation resulting from construction of commercial or industrial structures for a term of up to fifteen years; and

**WHEREAS**, per Resolution 19-024, and Section 3735.67 of the Ohio Revised Code, the percentage of tax exemption and its term is subject to negotiation on a case-by-case basis for commercial and industrial structures; and

**WHEREAS**, NorthPoint desires to construct one or more commercial buildings (each individual building, with its related site improvements, may be referred to hereinafter from time to time as a “Building”) upon certain real property located within the Route 33 North CRA and described in Exhibit A hereto (the “CRA Exempted Property”); and

**WHEREAS**, the planned improvements include the construction of approximately eight hundred sixty-six thousand (866,000) square feet of two industrial Buildings on the CRA Exempted Property, with estimated creation after three years of approximately eighty (80) jobs and approximately Two Million, Four Hundred Thousand Dollars (\$2,400,000) in annual payroll; and

**WHEREAS**, Section 5709.82 of the Ohio Revised Code provides for school districts to enter into agreements for compensation in lieu of the real property tax revenue foregone as a result of a real property tax exemption associated with a community reinvestment area; and

**WHEREAS**, the Parties have negotiated a 100% tax exemption on the assessed valuation of the newly constructed Buildings (collectively, the “CRA Exemption”), for a term of fifteen

years for each newly constructed Building (collectively for each Building, the “CRA Exemption Period,” which CRA Exemption Period shall not be longer than fifteen years for any Building nor extend beyond tax year 2036), and subject to the terms of this Agreement and the CRA Agreement entered between NorthPoint and the City; and

**WHEREAS**, the School District, by and through its Board of Education, has found and determined that this Agreement is in the best interests of the School District and its pupils, and by its Resolution No. \_\_\_\_\_, adopted \_\_\_\_\_, 2020, a true and accurate copy of which is attached hereto as Exhibit B, has approved and authorized the execution of this Agreement (the “School District Resolution”).

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants hereinafter described, the School District, the City, and NorthPoint agree as follows:

Approval of the CRA Exemption; Compensation to School District During the CRA Exemption Period.

As provided in the School District Resolution, the School District approves the CRA Exemption, the CRA Exemption Period, and the related CRA Agreement.

For each year during the fifteen (15)-year term that the CRA Exemption Period applies to the initial Buildings (the “Initial CRA Exemption Period”), NorthPoint agrees to pay an annual sum of Forty Thousand Dollars and No/100 (\$40,000.00) to the School District as base compensation for the real property tax payments that the School District would have received from the Buildings but for the CRA Exemption (the “Base PILOT Payment”).

Beginning in the fourth year of the Initial CRA Exemption Period, and continuing each year thereafter until the end of the Initial CRA Exemption Period (up to a maximum of twelve years), NorthPoint agrees to pay an annual amount (the “Supplemental PILOT Payment”) equal to the positive difference, if any, between One Hundred Thousand Dollars and No/100 (\$100,000) and the sum of the Base PILOT Payment and the Income Tax Payment (defined below) to be paid for that year. The Base PILOT Payment and the Supplemental PILOT Payment shall collectively be referred to as the “PILOT Payments.” For the avoidance of doubt, the Parties acknowledge that there may be one or more years in which the Supplemental PILOT Payment is \$0, and the Parties acknowledge that if the Buildings are not completed at approximately the same time, there may be one or more years during the latter part of the CRA Exemption Period for which there will be no PILOT Payments (and for which the School District would receive the full property taxes from the initially constructed Building after the Initial CRA Exemption Period expires).

For each year of the CRA Exemption Period for each Building, the City agrees to pay to the School District an amount equal to twenty-five percent (25%) of the City’s income tax receipts generated from activity that year at the Building, less any adjustments described in the below paragraph (the “Income Tax Payment”).

The Parties acknowledge and agree that this provision for income tax revenue sharing is intended to provide partial compensation to the School District to lessen the impact of the CRA Exemption. If the allocation of twenty-five percent (25%) of the income tax receipts generated from activity at the Building, in combination with the Base PILOT Payment

from NorthPoint to the School District under Section 1(b) of this Agreement, exceeds the annual amount of real property tax revenue the School District would have received from the Building notwithstanding the CRA Exemption, then the amount of the City's Income Tax Payment obligation will be reduced such that the sum of the Base PILOT Payment and the Income Tax Payment does not exceed the annual amount of real property tax revenue that would have been generated by the Building notwithstanding the CRA Exemption.

The School District agrees that the only compensation the School District will receive for lost revenues due to the CRA Exemption is set forth in this Agreement and that the School District shall not seek or be entitled to any other compensation from NorthPoint or the City, unless otherwise mutually agreed to in writing signed by all Parties. Nothing in this Agreement shall be construed to pledge the full faith and credit of the City.

If any CRA Exemption Period is terminated early due to an Event of Default (as defined in Section 6 of this Agreement) by NorthPoint and such default is not cured during any applicable grace period, the payment obligations of NorthPoint and the City under this Agreement shall terminate after payments are made for the final tax year for which that CRA Exemption Period was in effect.

#### Payment of Compensation.

The PILOT Payments shall be paid to the School District in the year following the tax year of the CRA Exemption Period to which they relate. For example: if the first year of the initial CRA Exemption Period is tax year 2020, then: (i) the Base PILOT Payment for that year shall be payable to the School District in 2021; and (2) the first Supplemental PILOT Payment would not be owed until 2024 (for tax year 2023). For each year that a PILOT Payment is due, the City shall calculate the amount of the Supplemental PILOT Payment, if any, based on information provided in connection with annual reporting with respect to the CRA Exemption. By April 30 of each year, the City shall provide NorthPoint with written notice specifying whether a Supplemental PILOT Payment is due and, if applicable, a calculation showing the amount of the Supplemental PILOT Payment. The notice also shall identify the total PILOT Payments due and include an invoice for that amount. Absent clear error, the PILOT Payments shall be paid by NorthPoint to the School District by the later of June 1 or thirty (30) days after NorthPoint's receipt of the notice and invoice. The School District shall provide NorthPoint with a timely written receipt for each of the PILOT Payments that the School District receives.

The Income Tax Payments shall be paid to the School District on or before December 31 of the year following the tax year of the CRA Exemption Period for which the income tax revenue was collected. For example: if the first year of the CRA Exemption Period is tax year 2020, then the Income Tax Payments attributable to activity at the Building during tax year 2020 shall be due to the School District on or before December 31, 2021.

The method of payment for sums due under this Agreement shall be by check or wire transfer unless another method is mutually agreed upon between the Parties.

Late Payments. Any late payment shall bear interest at the then-current rate established under Section 5703.47 of the Ohio Revised Code, as the same may be amended from time to time,

or any successor provisions thereto, as the same may be amended from time to time; otherwise, deferred payments due to unavailability of sufficient funds shall not incur interest, penalty, or other charges.

School District Consent and Waiver. The School District hereby acknowledges that it has received a copy of the CRA Agreement. In consideration of the execution of this Agreement, the School District hereby: (i) irrevocably approves all exemptions that may be granted pursuant to the CRA Agreement; (ii) irrevocably waives any notice requirements under Ohio law with respect to the CRA Agreement; and (iii) irrevocably waives any defects or irregularities relating to the CRA Agreement.

Notices. All notices, designations, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given when (a) delivered by commercial carrier service, or (b) mailed by certified mail, postage prepaid, addressed to the following addresses:

CANAL WINCHESTER  
LOCAL SCHOOLS:  
Treasurer  
100 Washington Street  
Canal Winchester, OH 43110

CITY OF CANAL  
WINCHESTER:

Mayor  
36 South High Street  
Canal Winchester, OH 43110

If to NORTHPOINT DEVELOPMENT LLC, to:  
Brent Miles, Chief Marketing Officer and Founding Partner  
NorthPoint Development, LLC  
4825 NW 41st Street, Suite 500  
Riverside, MO 64150

With a copy to:  
David J. Robinson  
David J. Robinson Attorney at Law, LLC  
100 E. Broad St. Suite 1340  
Columbus, OH 43215

Notice of Default and Cure. A Party shall be in default of this Agreement if the Party fails to perform any material obligation under this Agreement and such failure continues uncured for more than thirty (30) days after receiving a written notice of default from any other Party (a "Default Notice"). Any such default which continues uncured beyond the thirty (30) day cure period above shall constitute an "Event of Default."

Limitation on Damages. No Party shall be liable for more than the sum of all payments owed by that Party under this Agreement. In no event will any Party be liable to another Party under this Agreement for any indirect, reliance, exemplary, incidental, speculative, punitive, special, consequential or similar damages that may arise in connection with this Agreement.

Duration of Agreement; Amendment. This Agreement shall become effective on the Effective Date after the Agreement is executed and delivered by all Parties and shall remain in effect for such period as the CRA Exemption is in effect with respect to the CRA Exempted Property. This Agreement may be amended only by mutual agreement of the Parties hereto. No amendment to this Agreement shall be effective unless it is contained in a written document approved through legal process and signed on behalf of all Parties hereto by duly authorized representatives.

Waiver. No waiver by any Party of the performance of any terms or provision hereof shall constitute, or be construed as, a continuing waiver of performance of the same or any other term or provision hereof

Merger; Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Parties as to the subject matter contained herein and merges and supersedes all prior discussion, agreements, and undertakings of every kind and nature between the Parties with respect to the subject matter of this Agreement.

Assignment. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the School District, the City, and NorthPoint, and their respective successors and assigns. No Party shall assign this Agreement without the written consent of the other Parties, except that NorthPoint may assign in whole or in part its rights and obligations under this Agreement without the written consent of the City or School District.

Severability. Should any portion of this Agreement be declared by the courts to be unconstitutional, invalid or otherwise unlawful, such decision shall not affect the entire agreement but only that part declared to be unconstitutional, invalid or illegal and this Agreement shall be construed in all respects as if any invalid portions were omitted.

Counterparts; Captions. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same Agreement. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Agreement.

Authority. The undersigned represent and warrant that they are agents of their respective Parties, duly authorized to execute this Agreement on behalf of said Parties.

Governing Law. This Agreement for all purposes shall be governed by and construed in accordance with the laws of the State of Ohio.

[Remainder of Page Intentionally Left Blank]



**IN WITNESS WHEREOF**, the School District, the City, and NorthPoint have caused this Agreement to be executed in their respective names by their duly authorized officers all as of the date hereinbefore written.

**CANAL WINCHESTER LOCAL SCHOOL DISTRICT**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Authorized by Board Resolution No. \_\_\_\_\_  
Approved \_\_\_\_\_, 2020\_

**CITY OF CANAL WINCHESTER, OHIO**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Authorized by Ordinance No. \_\_\_\_\_  
Approved \_\_\_\_\_, 2020

Approved as to Form:

\_\_\_\_\_  
Law Director

**NORTHPOINTDEVELOPMENT LLC**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, personally appeared before me, a Notary Public in and for the State of Ohio, the Canal Winchester Local School District, Franklin and Fairfield Counties, Ohio, by \_\_\_\_\_, known and known to be the \_\_\_\_\_ of said school district and duly authorized in the premises, who acknowledged the signing and sealing of the said School Compensation Agreement for himself/herself and on behalf of said school district, to be his/her voluntary act and deed, and the voluntary act and deed of said school district.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, personally appeared before me, a Notary Public in and for the State of Ohio, the City of Canal Winchester, Franklin and Fairfield Counties, Ohio, by \_\_\_\_\_, known and known to be the \_\_\_\_\_ of said city and duly authorized in the premises, who acknowledged the signing and sealing of the said School Compensation Agreement for himself/herself and on behalf of said city, to be his/her voluntary act and deed, and the voluntary act and deed of said city.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, personally appeared before me, a Notary Public in and for the State of Ohio, the NorthPoint Development LLC, by \_\_\_\_\_, known and known to be the \_\_\_\_\_ of said limited liability company and duly authorized in the premises, who acknowledged the signing and sealing of the said School Compensation Agreement for himself/herself and on behalf of said limited liability company, to be his/her voluntary act and deed, and the voluntary act and deed of said limited liability company.

\_\_\_\_\_  
Notary Public

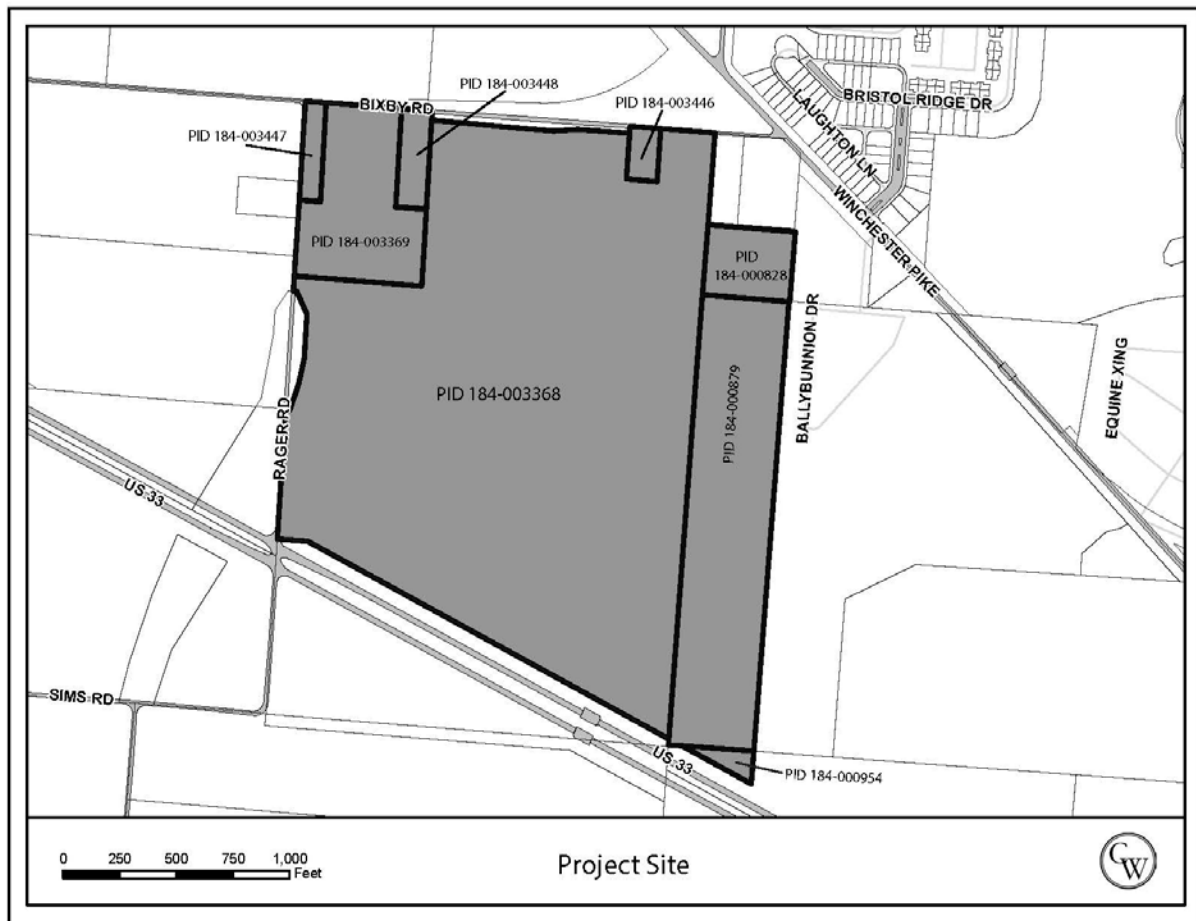
My Commission expires: \_\_\_\_\_

[Notary Seal]

## **EXHIBIT A (to School Compensation Agreement)**

### **DESCRIPTION OF THE PARCELS**

The Exempted Property is the real estate situated in the City of Canal Winchester, Franklin County and State of Ohio identified as “Additional Land” on the map below, and identified by the Franklin County Auditor for tax year 2019 as parcel numbers 184-003447, 184-003369, 184-003448, 184-003368, 184-003446, 184-000828, 184-000879, and 184-000954;



**EXHIBIT B (to School Compensation Agreement)**

**SCHOOL DISTRICT RESOLUTION**

**RESOLUTION NO. 2020-\_\_\_\_\_**

**A RESOLUTION TO APPROVE A COMMUNITY  
REINVESTMENT AREA AGREEMENT IN THE ROUTE 33  
COMMUNITY REINVESTMENT AREA AND A SCHOOL  
COMPENSATION AGREEMENT, AND WAIVING THE  
FORTY-FIVE AND FOURTEEN DAY NOTICE PERIODS  
UNDER SECTIONS 3735.671 AND 5709.83 OF THE OHIO  
REVISED CODE**

**WHEREAS,** the Council of the City of Canal Winchester (“the City”), pursuant to Sections 3735.65 through 3735.70 of the Ohio Revised Code, established the Route 33 North Community Reinvestment Area (“Route 33 North CRA”) by Resolution No. 19-024, adopted October 7, 2019 and confirmed by the Director of the Development Services Agency on December 3, 2019; and

**WHEREAS,** to encourage investment and economic development within the Route 33 North CRA, projects may obtain up to 100% exemption of real property taxes on the increase in the assessed valuation resulting from construction of commercial or industrial structures for a term of up to fifteen years and up to 50% exemption of real property taxes on the increase in assessed valuation of commercial or industrial structures after remodeling for a term of up to ten years, subject to the City and prospective developers agreeing upon terms for such exemptions; and

**WHEREAS,** Northpoint Development, L.L.C. (“Developer”), desires to construct one or more commercial or industrial buildings (each individual building, with its related site improvements, may be referred to hereinafter from time to time as a “Building”) upon certain real property located within the Route 33 North CRA and described in Exhibit A hereto (the “CRA Exempted Property”); and

**WHEREAS,** the CRA Exempted Property is within the territory of the Canal Winchester Local School District (“the School District”); and

**WHEREAS,** the planned Buildings include the construction of approximately eight hundred and sixty six thousand (866,000) square feet of one or more commercial or industrial Buildings on the CRA Exempted Property, with estimated creation after three years of approximately eighty (80) jobs and approximately Two Million, Four Hundred Thousand Dollars (\$2,400,000) in annual payroll; and

**WHEREAS,** the City and Developer have negotiated an agreement (the “CRA Agreement”) for 100% tax exemption on the assessed valuation of the newly constructed Buildings and a 50% tax exemption on the increase in assessed valuation after remodeling of

the newly constructed Buildings (collectively, the “CRA Exemption”), for a term of fifteen years for each newly constructed Building and ten years for each remodeling of the newly constructed Building (collectively for each Building, the “CRA Exemption Period,” which CRA Exemption Period shall not be longer than fifteen years for any Building nor extend beyond tax year 2036); and

**WHEREAS,** the School District has received a draft copy of the CRA Agreement prior to its execution; and

**WHEREAS,** Section 5709.82 of the Ohio Revised Code provides for school districts to enter into agreements for compensation in lieu of the real property tax revenue foregone as a result of a real property tax exemption associated with a community reinvestment area; and

**WHEREAS,** the City, Developer, and the Canal Winchester Local School District have negotiated an agreement to compensate the School District in lieu of taxes it would have received but for the CRA Exemption (the “School Compensation Agreement”); and

**WHEREAS,** the Board of Education of the School District determines that approval of the CRA Agreement and the School Compensation Agreement, and the waiver of statutory notice procedures, serves the interest of the School District by encouraging economic development of real property within the School District;

**NOW, THEREFORE BE IT RESOLVED** by the Board of Education of the Canal Winchester Local School District, Fairfield and Franklin Counties, Ohio, \_\_\_\_\_ of its \_\_\_\_\_ members concurring:

**SECTION 1.** That the Board hereby approves the CRA Agreement and the CRA Exemption provided to Developer pursuant to the CRA Agreement, provided that the final executed version of the CRA Agreement shall be in substantially the form received by the School District and attached hereto as Exhibit B, and further provided that the School Compensation Agreement be entered between the School District, the City, and Developer, consistent with Section 2 of this Resolution.

**SECTION 2.** That the Board hereby authorizes the Superintendent and Treasurer to execute on behalf of the School District the CRA Agreement, which shall be in substantially the same form as the draft attached hereto as Exhibit B, and the School Compensation Agreement, which shall be in substantially the same form as the draft attached hereto as Exhibit C. The approval of changes to the forms of the foregoing and the character of those changes as not being substantial shall be evidenced conclusively by the execution thereof by those officials.

**SECTION 3.** That the Board hereby waives all notice requirements under Sections 3735.671(A)(1) and 5709.83 of the Ohio Revised Code with respect to the CRA Agreement and the CRA Exemption.

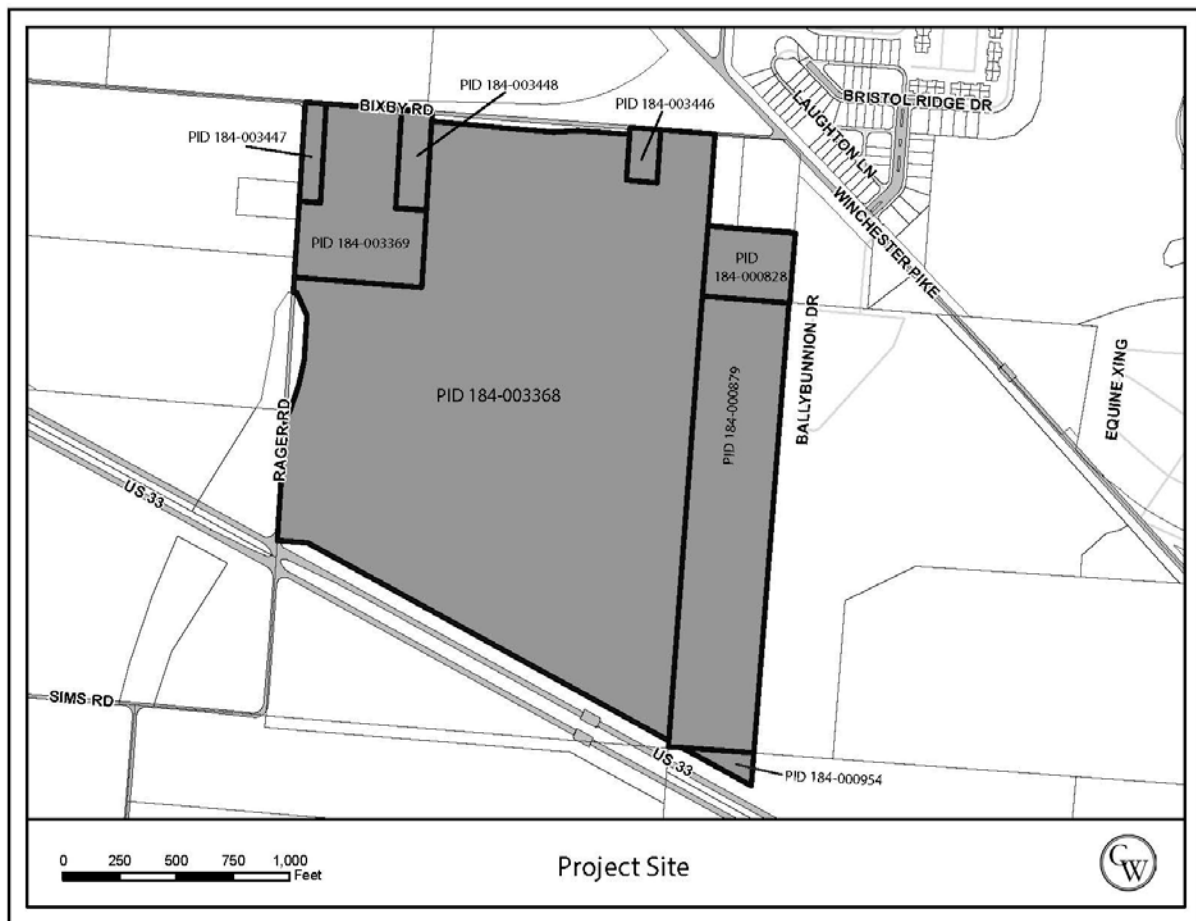
**SECTION 4.** That the Board hereby finds that all formal actions and deliberations of this Board concerning and relating to the passage of this resolution were made in an open meeting of this Board.

**SECTION 5.** The Superintendent and the Treasurer are authorized and directed to promptly certify a copy of this resolution to the City, and otherwise to provide such information or certificates, and enter into such instruments, as are necessary to carry out the terms of the School Compensation Agreement and the CRA Agreement. The Board acknowledges that the City will rely upon this resolution when executing the CRA Agreement and granting the CRA Exemption, and the Board represents that it will not repeal or modify this resolution.

**SECTION 6.** This resolution shall be effective immediately upon its adoption.

**EXHIBIT A (of School District Resolution)**  
**CRA EXEMPTED PROPERTY**

The Exempted Property is the real estate situated in the City of Canal Winchester, Franklin County and State of Ohio identified as “Additional Land” on the map below, and identified by the Franklin County Auditor for tax year 2019 as parcel numbers 184-003447, 184-003369, 184-003448, 184-003368, 184-003446, 184-000828, 184-000879, and 184-000954;





**EXHIBIT D to CRA AGREEMENT  
FORM OF PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT**

This PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into by and between \_\_\_\_\_, a \_\_\_\_\_ limited liability company (hereinafter "\_\_\_\_\_" or the "Assignee"), NorthPoint Development, LLC, a Missouri limited liability company ("Assignor"), and Canal Winchester, Ohio (the "City") related to the Route 33 North Project Community Reinvestment Act ("Community Reinvestment Act Agreement"). Except as otherwise provided herein, capitalized terms used herein shall have the same meaning as in the Community Reinvestment Act Agreement dated, between the City, a political subdivision duly organized and validly existing under the constitution and laws of the State, and the Assignee.

**WITNESSETH THAT:**

WHEREAS, Assignor purchased approximately \_\_\_\_ acres of land located within Canal Winchester (the "Project Site"), on which Assignor intends or did to construct a series of industrial facilities and related site improvements (collectively, the "Project," with each individual building within the Project and its related site improvements hereinafter referred to as a "Building"), provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, Assignor intends to convey or lease the Buildings or parts thereof and the land upon which such Buildings are constructed to one or more future owners (each an "Owner"; collectively the "Owners"), which Owners and/or their lessees shall be the parties whom equip and occupy the Buildings and employ workers at the Project (each a "Company"; collectively the "Companies"); and

WHEREAS, the Project site is located in the Eastland-Fairfield Career and Technical Schools District (the "JVSD") and in Canal Winchester Local School District (the "School District"); and

WHEREAS, the Board of Education on \_\_\_\_\_, 2020 adopted a resolution (the "School District Resolution") approving a Community Reinvestment Area Exemption based upon a Compensation Agreement agreed to by the School District and the Assignor; and

WHEREAS, Assignor intends to enter into a purchase agreement with Assignee whereby Assignee will own a Building constructed on the Transferred Property (defined below). Assignor subsequently intends to execute a deed by which Assignee will succeed to the interest of Assignor for the portion of the Project Site that is to be conveyed to Assignee (that portion being referred to herein as the "Transferred Property" and is further described on Exhibit A hereto); and

WHEREAS, in connection with the anticipated and planned conveyance of the Transferred Property by the Assignor to Assignee, Assignee now wishes to assume the rights and obligations of the Assignor under the Community Reinvestment Act Agreement, and the City by Resolution

Ordinance No. \_\_\_\_ passed \_\_\_\_\_, has approved the assignment to and assumption by Assignee of those benefits and obligations on the terms set forth in the Community Reinvestment Act Agreement by approving the execution and delivery of this Agreement; and

NOW, THEREFORE, in consideration of the circumstances described above, the covenants contained in the Community Reinvestment Act Agreement, and the benefit to be derived by Assignor and Assignee from the execution hereof, the parties hereto agree as follows

1. From and after the date of execution of this Agreement, Assignee hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the Community Reinvestment Act Agreement to be performed and observed by the Owner with respect to the Transferred Property; and (ii) certifies to the validity, as to Assignee as of the date of this Agreement, of the representations, warranties and covenants made by Assignor in the Community Reinvestment Act Agreement with respect to the Transferred Property. Such obligations, agreements, covenants, restrictions and warranties include, but are not limited to, those contained in the following Sections 1-20 of the Community Reinvestment Act agreement agreed to between the City and NorthPoint Development, LLC on \_\_\_\_\_, 2020.

2. Assignee further certifies that (i) Assignee is not a party to a prior agreement granting an exemption from property taxation for a structure in Ohio, at which structure has discontinued operations prior to the expiration of the term of that prior agreement and within the five (5) years immediately prior to the date of this Agreement, (ii) nor is Assignee a "successor" to, nor "related member" of, a party as described in the foregoing clause (i). As used in this paragraph, the terms "successor" and "related member" have the meaning as prescribed in Revised Code Section 3735.671(E).

3. Assignee further certifies that it is in compliance with State of Ohio campaign financing laws contained in Revised Code Chapter 3517, including, but not limited to, divisions (I)(1) and (3) and (J)(1) and (3) of Revised Code Section 3517.13, as applicable. Assignor hereby certifies that it is not aware of any violations of any provisions of Revised Code Section 2921.42 in connection with this Agreement. Assignee acknowledges that, by virtue of the City Resolution Ordinance No. \_\_\_\_ passed \_\_\_\_\_ the City and Assignor approved and created a Community Reinvestment Act Agreement that provides for specific investments from the Assignee to City in compensation for the award of economic development incentives for the Project. Assignee agrees to cooperate in the execution or any further agreements and documents and any real property declaration of covenants for the purpose of implementing and securing the Community Reinvestment Act Agreement.

4. The City agrees that, from and after the Effective Date, as to the Transferred Property, Assignee has and shall have all entitlements and rights to tax exemptions, and obligations, as both (a) an "Owner" under the Community Reinvestment Act Agreement, and (b) in the same manner and with like effect as if Assignee had been an original signatory (i.e., Assignee) to the Community Reinvestment Act Agreement, including, but

not limited to, the commitment of the City not to terminate or modify the terms of the Community Reinvestment Act Agreement without the consent of Assignee.

5. Notices with respect to the Partial Assignment and Assumption Agreement shall be addressed as follows:

If to Assignor: NorthPoint Development, LLC  
Brent Miles, Chief Marketing Officer and Founding Partner  
4825 NW 41st Street, Suite 500  
Riverside, MO 64150

With a copy to: David J. Robinson, Attorney at Law, LLC  
100 East Broad Street, Suite 1340  
Columbus, Ohio 43215  
Attn: David J. Robinson, Counsel

If to the City: Housing Officer  
  
City of Canal Winchester  
  
36 South High Street  
  
Canal Winchester, OH 43110

If to Assignee:

6. Upon execution of this Agreement, Assignor is released from all liability under the Community Reinvestment Act Agreement with respect to the Transferred Property.

**NorthPoint Development, LLC**  
**A Missouri Limited Liability Company**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**[SIGNATURE PAGE TO PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT**

**THE ASSIGNEE**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**[SIGNATURE PAGE TO PARTIAL ASSIGNMENT AND ASSUMPTION  
AGREEMENT]**

This Agreement is acknowledged by:  
**CITY OF CANAL WINCHESTER, FRANKLIN COUNTY, OHIO**

By:\_\_\_\_\_

Print Name:\_\_\_\_\_

Title:\_\_\_\_\_

**[SIGNATURE PAGE TO  
PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT]**

EXHIBIT C

**SCHOOL COMPENSATION AGREEMENT**

**THIS SCHOOL COMPENSATION AGREEMENT** (the “Agreement”), made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2020 (the “Effective Date”), by and between the CANAL WINCHESTER LOCAL SCHOOL DISTRICT, Franklin County and Fairfield County, Ohio, a local school district and political subdivision of the State of Ohio (“the School District”); the CITY OF CANAL WINCHESTER, Franklin County and Fairfield County, Ohio, a political subdivision and municipal corporation of the State of Ohio (the “City”); and NorthPoint Development LLC, a Missouri limited liability company authorized to transact business in the State of Ohio (“NorthPoint,” or collectively, with the City and School District, the “Parties”) and their respective successors and assigns.

**WITNESSETH:**

**WHEREAS**, the City, pursuant to Sections 3735.65 through 3735.70 of the Ohio Revised Code, established the Route 33 North Community Reinvestment Area (“Route 33 CRA”) by Resolution No. 19-024, adopted October 7, 2019 and confirmed by the Director of the Development Services Agency on December 3, 2019; and

**WHEREAS**, within the Route 33 North CRA, projects may obtain up to 100% exemption of real property taxes on the increase in the assessed valuation resulting from construction of commercial or industrial structures for a term of up to fifteen years; and

**WHEREAS**, per Resolution 19-024, and Section 3735.67 of the Ohio Revised Code, the percentage of tax exemption and its term is subject to negotiation on a case-by-case basis for commercial and industrial structures; and

**WHEREAS**, NorthPoint desires to construct one or more commercial buildings (each individual building, with its related site improvements, may be referred to hereinafter from time to time as a “Building”) upon certain real property located within the Route 33 North CRA and described in Exhibit A hereto (the “CRA Exempted Property”); and

**WHEREAS**, the planned improvements include the construction of approximately eight hundred sixty-six thousand (866,000) square feet of two industrial Buildings on the CRA Exempted Property, with estimated creation after three years of approximately eighty (80) jobs and approximately Two Million, Four Hundred Thousand Dollars (\$2,400,000) in annual payroll; and

**WHEREAS**, Section 5709.82 of the Ohio Revised Code provides for school districts to enter into agreements for compensation in lieu of the real property tax revenue foregone as a result of a real property tax exemption associated with a community reinvestment area; and

**WHEREAS**, the Parties have negotiated a 100% tax exemption on the assessed valuation of the newly constructed Buildings (collectively, the “CRA Exemption”), for a term of fifteen years for each newly constructed Building (collectively for each Building, the “CRA Exemption Period,” which CRA Exemption Period shall not be longer than fifteen years for any Building nor

extend beyond tax year 2036), and subject to the terms of this Agreement and the CRA Agreement entered between NorthPoint and the City; and

**WHEREAS**, the School District, by and through its Board of Education, has found and determined that this Agreement is in the best interests of the School District and its pupils, and by its Resolution No. \_\_\_\_\_, adopted \_\_\_\_\_, 2020, a true and accurate copy of which is attached hereto as Exhibit B, has approved and authorized the execution of this Agreement (the “School District Resolution”).

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants hereinafter described, the School District, the City, and NorthPoint agree as follows:

Approval of the CRA Exemption; Compensation to School District During the CRA Exemption Period.

As provided in the School District Resolution, the School District approves the CRA Exemption, the CRA Exemption Period, and the related CRA Agreement.

For each year during the fifteen (15)-year term that the CRA Exemption Period applies to the initial Buildings (the “Initial CRA Exemption Period”), NorthPoint agrees to pay an annual sum of Forty Thousand Dollars and No/100 (\$40,000.00) to the School District as base compensation for the real property tax payments that the School District would have received from the Buildings but for the CRA Exemption (the “Base PILOT Payment”).

Beginning in the fourth year of the Initial CRA Exemption Period, and continuing each year thereafter until the end of the Initial CRA Exemption Period (up to a maximum of twelve years), NorthPoint agrees to pay an annual amount (the “Supplemental PILOT Payment”) equal to the positive difference, if any, between One Hundred Thousand Dollars and No/100 (\$100,000) and the sum of the Base PILOT Payment and the Income Tax Payment (defined below) to be paid for that year. The Base PILOT Payment and the Supplemental PILOT Payment shall collectively be referred to as the “PILOT Payments.” For the avoidance of doubt, the Parties acknowledge that there may be one or more years in which the Supplemental PILOT Payment is \$0, and the Parties acknowledge that if the Buildings are not completed at approximately the same time, there may be one or more years during the latter part of the CRA Exemption Period for which there will be no PILOT Payments (and for which the School District would receive the full property taxes from the initially constructed Building after the Initial CRA Exemption Period expires).

For each year of the CRA Exemption Period for each Building, the City agrees to pay to the School District an amount equal to twenty-five percent (25%) of the City’s income tax receipts generated from activity that year at the Building, less any adjustments described in the below paragraph (the “Income Tax Payment”).

The Parties acknowledge and agree that this provision for income tax revenue sharing is intended to provide partial compensation to the School District to lessen the impact of the CRA Exemption. If the allocation of twenty-five percent (25%) of the income tax receipts generated from activity at the Building, in combination with the Base PILOT Payment from NorthPoint to the School District under Section 1(b) of this Agreement, exceeds the annual amount of real property tax revenue the School District would have received from the Building

notwithstanding the CRA Exemption, then the amount of the City's Income Tax Payment obligation will be reduced such that the sum of the Base PILOT Payment and the Income Tax Payment does not exceed the annual amount of real property tax revenue that would have been generated by the Building notwithstanding the CRA Exemption.

The School District agrees that the only compensation the School District will receive for lost revenues due to the CRA Exemption is set forth in this Agreement and that the School District shall not seek or be entitled to any other compensation from NorthPoint or the City, unless otherwise mutually agreed to in writing signed by all Parties. Nothing in this Agreement shall be construed to pledge the full faith and credit of the City.

If any CRA Exemption Period is terminated early due to an Event of Default (as defined in Section 6 of this Agreement) by NorthPoint and such default is not cured during any applicable grace period, the payment obligations of NorthPoint and the City under this Agreement shall terminate after payments are made for the final tax year for which that CRA Exemption Period was in effect.

#### Payment of Compensation.

The PILOT Payments shall be paid to the School District in the year following the tax year of the CRA Exemption Period to which they relate. For example: if the first year of the initial CRA Exemption Period is tax year 2020, then: (i) the Base PILOT Payment for that year shall be payable to the School District in 2021; and (2) the first Supplemental PILOT Payment would not be owed until 2024 (for tax year 2023). For each year that a PILOT Payment is due, the City shall calculate the amount of the Supplemental PILOT Payment, if any, based on information provided in connection with annual reporting with respect to the CRA Exemption. By April 30 of each year, the City shall provide NorthPoint with written notice specifying whether a Supplemental PILOT Payment is due and, if applicable, a calculation showing the amount of the Supplemental PILOT Payment. The notice also shall identify the total PILOT Payments due and include an invoice for that amount. Absent clear error, the PILOT Payments shall be paid by NorthPoint to the School District by the later of June 1 or thirty (30) days after NorthPoint's receipt of the notice and invoice. The School District shall provide NorthPoint with a timely written receipt for each of the PILOT Payments that the School District receives.

The Income Tax Payments shall be paid to the School District on or before December 31 of the year following the tax year of the CRA Exemption Period for which the income tax revenue was collected. For example: if the first year of the CRA Exemption Period is tax year 2020, then the Income Tax Payments attributable to activity at the Building during tax year 2020 shall be due to the School District on or before December 31, 2021.

The method of payment for sums due under this Agreement shall be by check or wire transfer unless another method is mutually agreed upon between the Parties.

Late Payments. Any late payment shall bear interest at the then-current rate established under Section 5703.47 of the Ohio Revised Code, as the same may be amended from time to time, or any successor provisions thereto, as the same may be amended from time to time; otherwise,



deferred payments due to unavailability of sufficient funds shall not incur interest, penalty, or other charges.

School District Consent and Waiver. The School District hereby acknowledges that it has received a copy of the CRA Agreement. In consideration of the execution of this Agreement, the School District hereby: (i) irrevocably approves all exemptions that may be granted pursuant to the CRA Agreement; (ii) irrevocably waives any notice requirements under Ohio law with respect to the CRA Agreement; and (iii) irrevocably waives any defects or irregularities relating to the CRA Agreement.

Notices. All notices, designations, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given when (a) delivered by commercial carrier service, or (b) mailed by certified mail, postage prepaid, addressed to the following addresses:

CANAL WINCHESTER  
LOCAL SCHOOLS:  
Treasurer  
100 Washington Street  
Canal Winchester, OH 43110

CITY OF CANAL  
WINCHESTER:

Mayor  
36 South High Street  
Canal Winchester, OH 43110

If to NORTHPOINT DEVELOPMENT LLC, to:  
Brent Miles, Chief Marketing Officer and Founding Partner  
NorthPoint Development, LLC  
4825 NW 41st Street, Suite 500  
Riverside, MO 64150

With a copy to:  
David J. Robinson  
David J. Robinson Attorney at Law, LLC  
100 E. Broad St. Suite 1340  
Columbus, OH 43215

Notice of Default and Cure. A Party shall be in default of this Agreement if the Party fails to perform any material obligation under this Agreement and such failure continues uncured for more than thirty (30) days after receiving a written notice of default from any other Party (a "Default Notice"). Any such default which continues uncured beyond the thirty (30) day cure period above shall constitute an "Event of Default."

Limitation on Damages. No Party shall be liable for more than the sum of all payments owed by that Party under this Agreement. In no event will any Party be liable to another Party under this Agreement for any indirect, reliance, exemplary, incidental, speculative, punitive, special, consequential or similar damages that may arise in connection with this Agreement.

Duration of Agreement; Amendment. This Agreement shall become effective on the Effective Date after the Agreement is executed and delivered by all Parties and shall remain in effect for such period as the CRA Exemption is in effect with respect to the CRA Exempted Property. This Agreement may be amended only by mutual agreement of the Parties hereto. No amendment to this Agreement shall be effective unless it is contained in a written document approved through legal process and signed on behalf of all Parties hereto by duly authorized representatives.

Waiver. No waiver by any Party of the performance of any terms or provision hereof shall constitute, or be construed as, a continuing waiver of performance of the same or any other term or provision hereof

Merger; Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Parties as to the subject matter contained herein and merges and supersedes all prior discussion, agreements, and undertakings of every kind and nature between the Parties with respect to the subject matter of this Agreement.

Assignment. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the School District, the City, and NorthPoint, and their respective successors and assigns. No Party shall assign this Agreement without the written consent of the other Parties, except that NorthPoint may assign in whole or in part its rights and obligations under this Agreement without the written consent of the City or School District.

Severability. Should any portion of this Agreement be declared by the courts to be unconstitutional, invalid or otherwise unlawful, such decision shall not affect the entire agreement but only that part declared to be unconstitutional, invalid or illegal and this Agreement shall be construed in all respects as if any invalid portions were omitted.

Counterparts; Captions. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same Agreement. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Agreement.

Authority. The undersigned represent and warrant that they are agents of their respective Parties, duly authorized to execute this Agreement on behalf of said Parties.

Governing Law. This Agreement for all purposes shall be governed by and construed in accordance with the laws of the State of Ohio.

[Remainder of Page Intentionally Left Blank]

**IN WITNESS WHEREOF**, the School District, the City, and NorthPoint have caused this Agreement to be executed in their respective names by their duly authorized officers all as of the date hereinbefore written.

**CANAL WINCHESTER LOCAL SCHOOL DISTRICT**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Authorized by Board Resolution No. \_\_\_\_\_  
Approved \_\_\_\_\_, 2020\_

**CITY OF CANAL WINCHESTER, OHIO**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Authorized by Ordinance No. \_\_\_\_\_  
Approved \_\_\_\_\_, 2020

Approved as to Form:

---

Law Director

**NORTHPOINTDEVELOPMENT LLC**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, personally appeared before me, a Notary Public in and for the State of Ohio, the Canal Winchester Local School District, Franklin and Fairfield Counties, Ohio, by \_\_\_\_\_, known and known to be the \_\_\_\_\_ of said school district and duly authorized in the premises, who acknowledged the signing and sealing of the said School Compensation Agreement for himself/herself and on behalf of said school district, to be his/her voluntary act and deed, and the voluntary act and deed of said school district.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, personally appeared before me, a Notary Public in and for the State of Ohio, the City of Canal Winchester, Franklin and Fairfield Counties, Ohio, by \_\_\_\_\_, known and known to be the \_\_\_\_\_ of said city and duly authorized in the premises, who acknowledged the signing and sealing of the said School Compensation Agreement for himself/herself and on behalf of said city, to be his/her voluntary act and deed, and the voluntary act and deed of said city.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, personally appeared before me, a Notary Public in and for the State of Ohio, the NorthPoint Development LLC, by \_\_\_\_\_, known and known to be the \_\_\_\_\_ of said limited liability company and duly authorized in the premises, who acknowledged the signing and sealing of the said School Compensation Agreement for himself/herself and on behalf of said limited liability company, to be his/her voluntary act and deed, and the voluntary act and deed of said limited liability company.

\_\_\_\_\_  
Notary Public

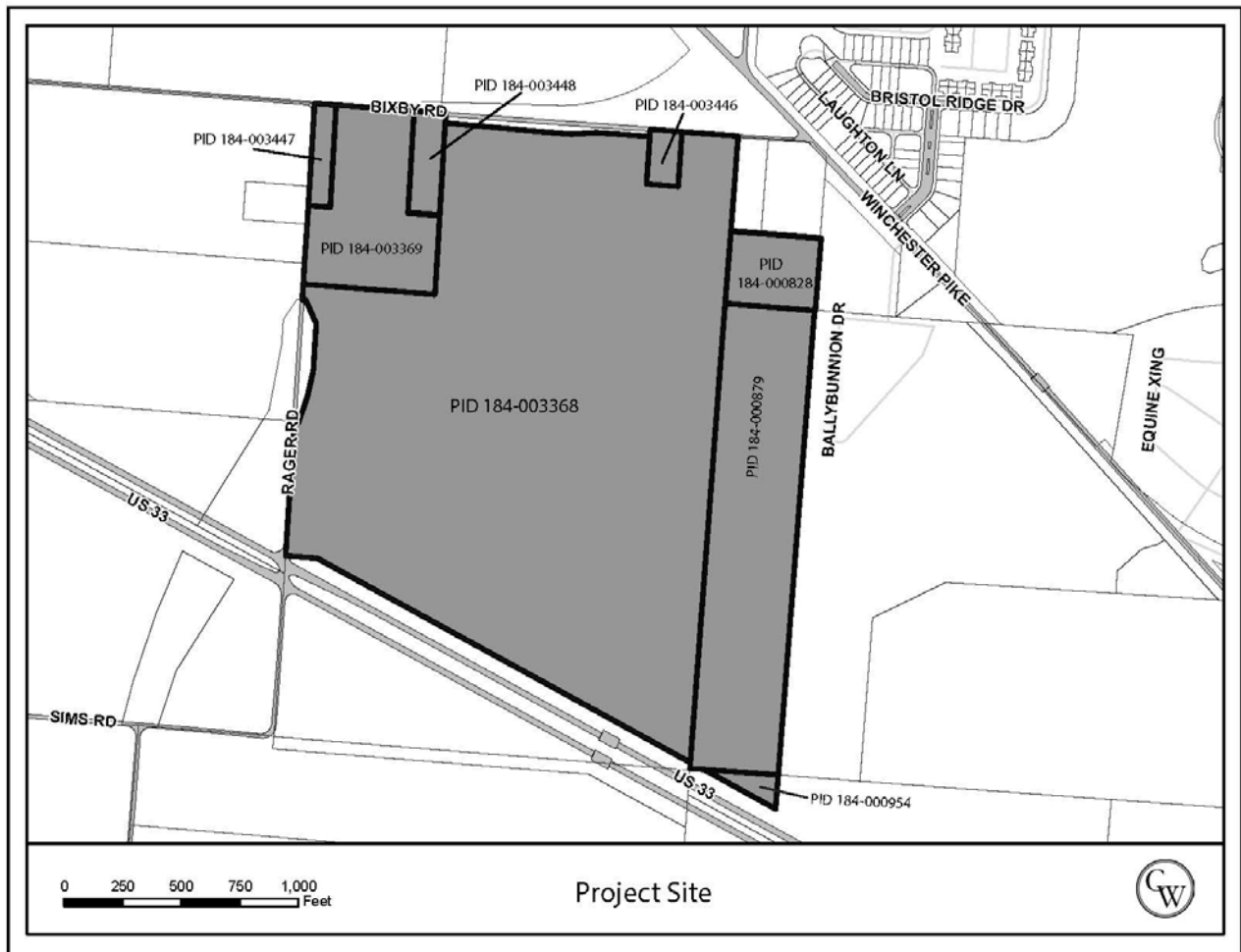
My Commission expires: \_\_\_\_\_

[Notary Seal]

## **EXHIBIT A**

### **DESCRIPTION OF THE PARCELS**

The Exempted Property is the real estate situated in the City of Canal Winchester, Franklin County and State of Ohio identified as “Additional Land” on the map below, and identified by the Franklin County Auditor for tax year 2019 as parcel numbers 184-003447, 184-003369, 184-003448, 184-003368, 184-003446, 184-000828, 184-000879, and 184-000954;



## **EXHIBIT B**

### **SCHOOL DISTRICT RESOLUTION**

#### **RESOLUTION NO. 2020-\_\_\_\_\_**

#### **A RESOLUTION TO APPROVE A COMMUNITY REINVESTMENT AREA AGREEMENT IN THE ROUTE 33 COMMUNITY REINVESTMENT AREA AND A SCHOOL COMPENSATION AGREEMENT, AND WAIVING THE FORTY-FIVE AND FOURTEEN DAY NOTICE PERIODS UNDER SECTIONS 3735.671 AND 5709.83 OF THE OHIO REVISED CODE**

**WHEREAS,** the Council of the City of Canal Winchester (“the City”), pursuant to Sections 3735.65 through 3735.70 of the Ohio Revised Code, established the Route 33 North Community Reinvestment Area (“Route 33 North CRA”) by Resolution No. 19-024, adopted October 7, 2019 and confirmed by the Director of the Development Services Agency on December 3, 2019; and

**WHEREAS,** to encourage investment and economic development within the Route 33 North CRA, projects may obtain up to 100% exemption of real property taxes on the increase in the assessed valuation resulting from construction of commercial or industrial structures for a term of up to fifteen years and up to 50% exemption of real property taxes on the increase in assessed valuation of commercial or industrial structures after remodeling for a term of up to ten years, subject to the City and prospective developers agreeing upon terms for such exemptions; and

**WHEREAS,** Northpoint Development, L.L.C. (“Developer”), desires to construct one or more commercial or industrial buildings (each individual building, with its related site improvements, may be referred to hereinafter from time to time as a “Building”) upon certain real property located within the Route 33 North CRA and described in Exhibit A hereto (the “CRA Exempted Property”); and

**WHEREAS,** the CRA Exempted Property is within the territory of the Canal Winchester Local School District (“the School District”); and

**WHEREAS,** the planned Buildings include the construction of approximately eight hundred and sixty six thousand (866,000) square feet of one or more commercial or industrial Buildings on the CRA Exempted Property, with estimated creation after three years of approximately eighty (80) jobs and approximately Two Million, Four Hundred Thousand Dollars (\$2,400,000) in annual payroll; and

**WHEREAS,** the City and Developer have negotiated an agreement (the “CRA Agreement”) for 100% tax exemption on the assessed valuation of the newly constructed Buildings and a 50% tax exemption on the increase in assessed valuation after remodeling of

the newly constructed Buildings (collectively, the “CRA Exemption”), for a term of fifteen years for each newly constructed Building and ten years for each remodeling of the newly constructed Building (collectively for each Building, the “CRA Exemption Period,” which CRA Exemption Period shall not be longer than fifteen years for any Building nor extend beyond tax year 2036); and

**WHEREAS,** the School District has received a draft copy of the CRA Agreement prior to its execution; and

**WHEREAS,** Section 5709.82 of the Ohio Revised Code provides for school districts to enter into agreements for compensation in lieu of the real property tax revenue foregone as a result of a real property tax exemption associated with a community reinvestment area; and

**WHEREAS,** the City, Developer, and the Canal Winchester Local School District have negotiated an agreement to compensate the School District in lieu of taxes it would have received but for the CRA Exemption (the “School Compensation Agreement”); and

**WHEREAS,** the Board of Education of the School District determines that approval of the CRA Agreement and the School Compensation Agreement, and the waiver of statutory notice procedures, serves the interest of the School District by encouraging economic development of real property within the School District;

**NOW, THEREFORE BE IT RESOLVED** by the Board of Education of the Canal Winchester Local School District, Fairfield and Franklin Counties, Ohio, \_\_\_\_\_ of its \_\_\_\_\_ members concurring:

**SECTION 1.** That the Board hereby approves the CRA Agreement and the CRA Exemption provided to Developer pursuant to the CRA Agreement, provided that the final executed version of the CRA Agreement shall be in substantially the form received by the School District and attached hereto as Exhibit B, and further provided that the School Compensation Agreement be entered between the School District, the City, and Developer, consistent with Section 2 of this Resolution.

**SECTION 2.** That the Board hereby authorizes the Superintendent and Treasurer to execute on behalf of the School District the CRA Agreement, which shall be in substantially the same form as the draft attached hereto as Exhibit B, and the School Compensation Agreement, which shall be in substantially the same form as the draft attached hereto as Exhibit C. The approval of changes to the forms of the foregoing and the character of those changes as not being substantial shall be evidenced conclusively by the execution thereof by those officials.



**SECTION 3.** That the Board hereby waives all notice requirements under Sections 3735.671(A)(1) and 5709.83 of the Ohio Revised Code with respect to the CRA Agreement and the CRA Exemption.

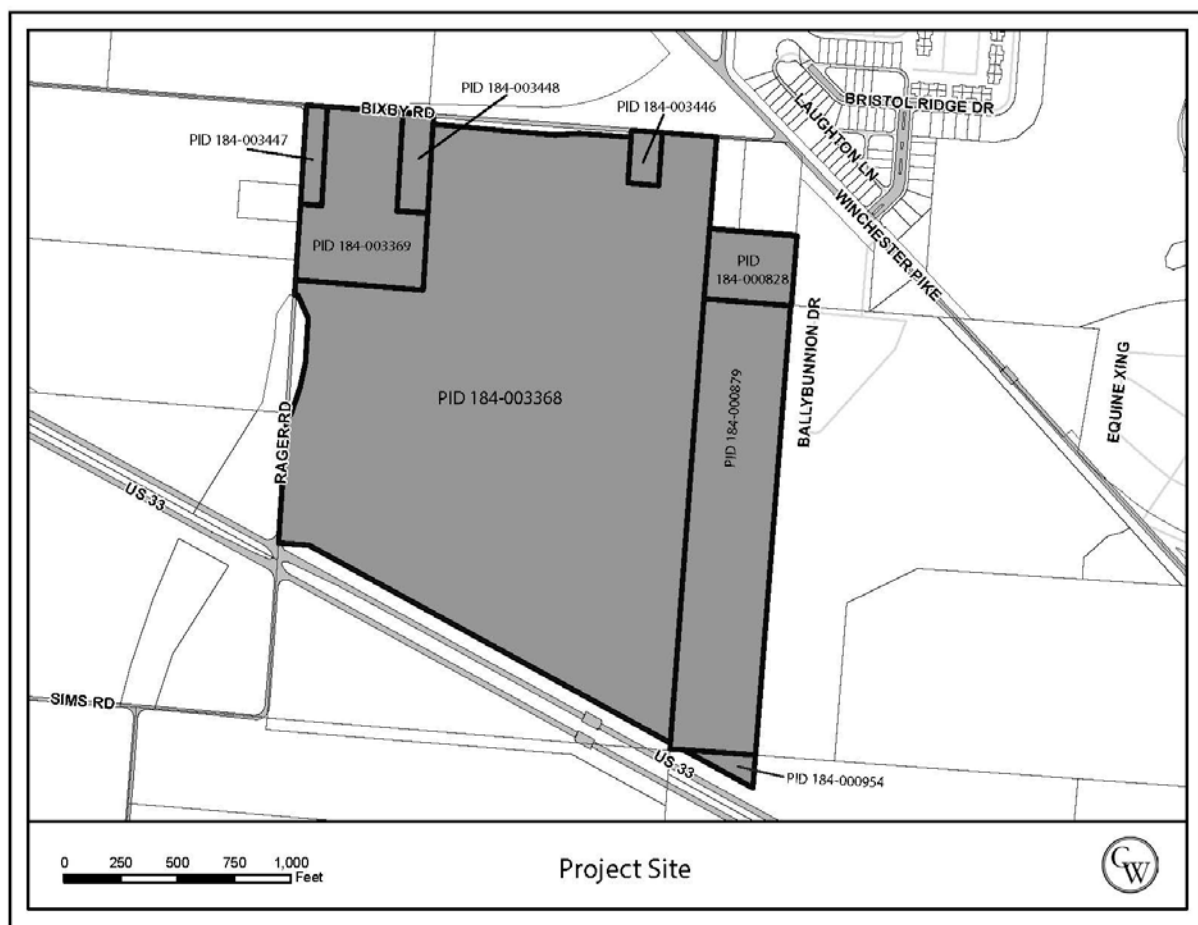
**SECTION 4.** That the Board hereby finds that all formal actions and deliberations of this Board concerning and relating to the passage of this resolution were made in an open meeting of this Board.

**SECTION 5.** The Superintendent and the Treasurer are authorized and directed to promptly certify a copy of this resolution to the City, and otherwise to provide such information or certificates, and enter into such instruments, as are necessary to carry out the terms of the School Compensation Agreement and the CRA Agreement. The Board acknowledges that the City will rely upon this resolution when executing the CRA Agreement and granting the CRA Exemption, and the Board represents that it will not repeal or modify this resolution.

**SECTION 6.** This resolution shall be effective immediately upon its adoption.

**EXHIBIT A (of School District Resolution)**  
**CRA EXEMPTED PROPERTY**

The Exempted Property is the real estate situated in the City of Canal Winchester, Franklin County and State of Ohio identified as “Additional Land” on the map below, and identified by the Franklin County Auditor for tax year 2019 as parcel numbers 184-003447, 184-003369, 184-003448, 184-003368, 184-003446, 184-000828, 184-000879, and 184-000954;



**ORDINANCE NO. 20-005**

**AN ORDINANCE TO AUTHORIZE THE MAYOR AND FINANCE DIRECTOR TO ENTER  
INTO A CONTRACT WITH FOURNIER INDUSTRIES, INC. FOR THE UPGRADE AND  
EXPANSION OF THE DEWATERING PRESS AND DECLARING AN EMERGENCY**

WHEREAS, based on the recommendation of the Director of Public Service and Superintendent of the Division of Water Reclamation, Council hereby finds and determines that it is in the best interest of the City of Canal Winchester to enter into a contract with Fournier Industries, Inc. for the upgrade and expansion of the sludge dewatering press.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

SECTION 1. That the Mayor and Finance Director be authorized to enter into a contract on behalf of the City of Canal Winchester with Fournier Industries, Inc for the upgrade and expansion of the sludge dewatering press in the amount of approximately \$148,900.

SECTION 2. That this ordinance is hereby declared to be an emergency measure, necessary for the preservation of the public health, safety and welfare, such emergency arising from the need to honor the quoted price for the purchase of the vehicle; wherefore this ordinance shall take effect and be in force from and after its passage.

DATE PASSED \_\_\_\_\_

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST \_\_\_\_\_  
CLERK OF COUNCIL

\_\_\_\_\_  
MAYOR

DATE APPROVED \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

\_\_\_\_\_  
Clerk of Council

**ORDINANCE NO. 20-006**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A DEVELOPMENT AGREEMENT WITH NORTHPOINT DEVELOPMENT, LLC.; AND DECLARING AN EMERGENCY**

**WHEREAS,** the City desires to induce development of industrial property along Bixby and Rager Road; and

**WHEREAS,** this Council previously adopted Resolution 19-024 creating the Route 33 North Community Reinvestment Area which includes property proposed to be developed by Northpoint Development LLC; and

**WHEREAS,** this Council is currently considering an ordinance authorizing the City to enter into a Community Reinvestment Area agreement with Northpoint Development, LLC to induce industrial development on a site at Bixby and Rager Road; and

**WHEREAS,** this Council desires to enter into a development agreement with the developers of certain parcels within in the Route 33 North CRA which will make public water and sanitary sewer lines available with an adequate capacity to benefit the future Northpoint Development, LLC parcels and other parcels in the Route 33 North CRA area, that will substantially benefit the welfare of the community;

**NOW THEREFORE BE IT ORDAINED BY THE CITY OF CANAL WINCHESTER, FRANKLIN COUNTY, OHIO AS FOLLOWS:**

**Section 1:** That Council hereby authorizes and directs the Mayor to enter into a Development Agreement with Northpoint Development, LLC, in a form acceptable to the Director of Law and with terms and conditions substantially similar to the Development Agreement attached hereto as Exhibit "A" and incorporated herein by reference.

**Section 2:** This Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees which resulted in such formal actions were in meetings so open to the public in compliance with all legal requirements of the City of Canal Winchester, Franklin County, Ohio.

**Section 3:** That this ordinance hereby is declared to be an emergency measure, necessary for the preservation of the public health, safety and welfare and specifically for the reasons set forth in the preamble hereto; wherefore, this ordinance shall take effect and be in force from and after its passage.

DATE PASSED \_\_\_\_\_

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST \_\_\_\_\_  
CLERK OF COUNCIL

\_\_\_\_\_  
MAYOR

DATE APPROVED \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

\_\_\_\_\_  
Clerk of Council

## **DEVELOPMENT AGREEMENT**

This Development Agreement (“the Agreement”) is made and entered into effective this \_\_\_\_ day of \_\_\_\_\_, 2020 (the “Effective Date”) by and between **the City of Canal Winchester, Ohio** (the “City”), and **NorthPoint Development, LLC**, a Missouri limited liability company (“NorthPoint”) (collectively, being referred to as the “Parties”, and each being individually referred to as a “Party”), under the circumstances summarized in the following recitals.

### **RECITALS:**

A. Canal Winchester Industry and Commerce Corporation, an Ohio non-profit corporation (“CWICC”) owns the real property in Franklin County (the “Property”), which Property is further described and depicted on Exhibit A which is attached hereto and incorporated herein by reference.

B. CWICC and NorthPoint have entered into a Real Estate Sale Contract dated June 17, 2019, as amended by that certain First Amendment to Real Estate Sale Contract dated March 18, 2019, that certain Second Amendment to Real Estate Sale Contract dated May 9, 2019 (the “Second Amendment”), that certain Third Amendment to Real Estate Sale Contract dated June 6, 2019, and that certain Fourth Amendment to Real Estate Sale Contract dated January 10, 2020 (collectively, the “Contract”).

C. Upon acquisition of the Property, NorthPoint desires to develop the Property by constructing thereupon an industrial development, which is currently designed to include two (2) approximately 435,000 square foot buildings and supporting infrastructure (collectively, the “Project”), which Project will create jobs and employment opportunities and further commerce within the City.

D. In connection with the construction of the Project, and in accordance with the obligations between CWICC and NorthPoint under Section 5 of the Second Amendment to the Contract, the Parties desire to provide for the construction and/or implementation of certain public infrastructure improvements (collectively, the “Public Infrastructure”, which Public Infrastructure is further described in Section 3 and described and depicted on Exhibit B which is attached hereto and incorporated herein by reference). The Parties each agree that the Public Infrastructure, once constructed, will directly benefit the Property and the Project, and will provide a benefit for the residents and businesses of the City.

E. The Parties desire to execute this Agreement to provide for the construction of the Public Infrastructure and the payment of the related costs and to facilitate the construction of the Project.

**NOW, THEREFORE**, in consideration of the foregoing, the promises contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties covenant, agree and obligate themselves as follows:

Section 1. General Agreement. For the reasons set forth in the Recitals hereto, which Recitals are incorporated herein by reference as a statement of the public purposes of this

Agreement and the intended arrangements between the Parties, the Parties intend to and shall cooperate in the manner described herein to facilitate the design, construction, acquisition and installation of the Public Infrastructure and the Project.

Section 2. City's Utility Improvements. Subject to the terms herein, the City agrees to construct, or cause to be constructed (in cooperation with such other party or parties as may be determined by the City), an extension of water and sanitary sewer service to the Property in accordance with the Scope of Work attached hereto as Exhibit B (the "City's Utility Improvements"). The City shall commence the City's Work as soon as possible after the date that NorthPoint has obtained all necessary permits for and has commenced construction of the Project (which shall be deemed to occur upon NorthPoint obtaining permits for and commencing grading in support of the Project). NorthPoint shall notify the City in writing once these conditions have been satisfied. The City agrees, upon Northpoint commencing Work, subject to an Unforeseeable Delay as described in Section 8 below, to diligently pursue construction and completion of the City's Utility Improvements not later than one hundred eighty (180) days following the commencement thereof. The City's Utility Improvements shall be completed at the City's sole cost and expense.

Section 3. City's Easements. NorthPoint shall grant to the City a permanent easement ten (10) feet in width over the location of the City's Utility Improvements upon the Property to facilitate the construction and maintenance of the City's Work (the "City's Permanent Easement"). The City's Easement is further described and depicted on Exhibit C which is attached hereto and incorporated herein by reference. NorthPoint agrees to provide such temporary construction easements as may be reasonably required by the City to accommodate the construction of the City Infrastructure; *provided* that such easements do not unduly interfere with the construction of the Project (the "City's Construction Easements", and collectively with the City's Permanent Easement, the "City's Easements"). Upon such time as NorthPoint has satisfied the conditions necessary for the City to commence the City's Work under Section 2 above, NorthPoint, at no charge, shall execute and deliver the Easement substantially in the form attached hereto as Exhibit D evidencing the grant of the City's Easements. NorthPoint acknowledges that any delay in the conveyance of the City's Easements may cause a commensurate delay in the completion of the City's Work. The City shall record the Easement within a commercially reasonable period of time after its execution and delivery to the City by NorthPoint.

Section 4. Condition Precedent. The Parties hereby acknowledge and agree that the commencement of construction of the Project by NorthPoint (as defined in Section 2) is a condition precedent to all other duties of the City under this Agreement. If such does not occur on or before December 31, 2021, this Agreement and all of the benefits and obligations therein are null and void.

Section 5. Estoppel Certificate. Upon request of NorthPoint, the City shall execute and deliver to NorthPoint or any proposed purchaser, mortgagee or lessee of any parcel of the Property, a certificate stating: (a) that the Agreement is in full force and effect, if the same is true; (b) that NorthPoint is not in default under any of the terms, covenants or conditions of the Agreement, or, if NorthPoint is in default, specifying same; and (c) such other matters as NorthPoint may reasonably request.

Section 6. Representations and Covenants of the Parties. The Parties hereby represent and warrant that each is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. That execution, delivery and performance does not and will not violate or conflict with any provision of law applicable to it, and does not and will not conflict with or result in a default under any agreement or instrument to which it is a party or by which it is bound. The Parties further represent and warrant that this Agreement has, by proper action, been duly authorized, executed and delivered by it and all steps necessary to be taken by it have been taken to constitute this Agreement, and its covenants and agreements contemplated herein, as its valid and binding obligations, enforceable in accordance with their terms

Section 7. Remedies. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement by any party to this Agreement, or any successor to such party, such party (or successor) shall, within 45 days of receipt of written notice from any other, proceed to cure or remedy such default or breach. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations. All rights and remedies shall be cumulative and shall not be construed to exclude any other remedies allowed at law or in equity. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover from the non-prevailing party, reasonable attorneys' fees, court costs and all expenses, (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled

Section 8. Unforeseeable Delay. Neither party shall be considered in breach of its obligations under this Agreement due to unforeseeable causes beyond its reasonable control and without its fault or negligence, including, but not restricted to, acts of God, acts of the public enemy, acts of the Federal Government, orders of courts, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes. The party seeking the benefit of the provisions of this subsection shall, within 15 calendar days after actual notice of any such unforeseeable delay, have first notified the other party of such unforeseeable delay in writing, and of the cause or causes of the unforeseeable delay.

Section 9. Successors. This Agreement shall be binding upon and inure to the benefit of the Parties and its beneficiaries, successors and assigns, including successive as well as immediate successors and assigns.

Section 10. Agreement Binding on Parties; No Personal Liability; County Consents. All covenants, obligations, and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation, or agreement shall be deemed to be a covenant, obligation, or agreement of any present or future member, official, officer, agent, or employee of either Party in other than their official capacity or

of any individual person who is a partner, shareholder, director, member, manager, employee, officer, or agent of the Party other than in their capacity as a partner, shareholder, director, member, manager, employee, officer, or agent, and neither any City official executing this Agreement, or any individual person executing this Agreement on behalf of NorthPoint, shall be liable personally by reason of the covenants, obligations, or agreements of the respective Parties contained in this Agreement. The City is a political subdivision of the State of Ohio and is entitled to all of the immunities and defenses provided by law.

Section 11. Merger and Amendments. This Agreement supersedes any and all other agreements, either oral or in writing, among the Parties with respect to the matters contained in this Agreement and contains all of the covenants, agreements, and other terms and conditions among the Parties with respect to the same. No waivers, alterations, or modifications of this Agreement or any agreements in connection with this Agreement shall be valid unless in writing and duly executed by the Parties.

Section 12. Notices. Except as otherwise specifically set forth in this Agreement, all notices, certificates, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by recognized overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other party at the address set forth in this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, demands, requests, consents or approvals, or other communications shall be sent. The present notice addresses of the parties follow:

To the City at:	The City of Canal Winchester, Ohio 36 S. High St. Canal Winchester, Ohio 43110 Attn: Lucas Haire
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With a copy to:	Eugene Hollins, Esq. Frost Brown Todd LLC 10 West Broad St, Ste. 2300 Columbus, Ohio 43215
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To NorthPoint at:	NorthPoint Development, LLC 482 NW 41 <sup>st</sup> Street, Ste. 500 Riverside, MO 64150 Attn: Nathaniel Hagedorn, CEO
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With a copy to:	NorthPoint Development, LLC 482 NW 41 <sup>st</sup> Street, Ste. 500 Riverside, MO 64150
-----------------	--



Attn: Evan Fitts

Section 13. Counterparts. This Agreement may be signed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.

Section 14. Severability and Cooperation Clause. In the event that any portions, sections or subsections of this Agreement are rendered invalid by the decision of any court or by the enactment of any law, resolution or regulation, such provision of this Agreement will be deemed to have never been included therein and the balance of the Agreement shall continue in full force and effect. If the terms of this Agreement, or any amendment or amendments to any provision of any laws that are required to be enacted or amended as a consequence of this Agreement, are challenged by either referendum or administrative appeal to the courts or such other legal or equitable remedies sought by those who may oppose this Agreement, the parties agree to cooperate with each other to uphold the validity and enforceability of this Agreement. This cooperation clause only pertains to decisions relating to this Agreement, and this cooperation clause cannot be used to attempt to force the City to override other legislative or administrative decisions relating to the Project.

Section 15. Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 16. Governing Law and Choice of Forum. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Ohio, without regard to its conflict of law provisions that would cause the application of the laws of another jurisdiction. Each of the Parties irrevocably consents to the jurisdiction of any state court located within Franklin County, Ohio, in connection with any matter based upon or arising out of this Agreement, agrees that process may be served upon them in any manner authorized by the laws of the State of Ohio, and waived and covenants not to assert or plead any objection which they might otherwise have under such jurisdiction or such process.

Section 17. Assignments. NorthPoint agrees not to assign this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, NorthPoint may assign this Agreement without the City's consent to (i) any entity with which NorthPoint is affiliated (i.e., controls, is controlled by, or is under common control with), and (ii) NP Canal Winchester, LLC, a Delaware limited liability company. Without limiting the foregoing, any entity managed by NPD Management, LLC shall be deemed affiliated with NorthPoint.

(Remainder of page intentionally left blank – Signatures Follow)

As evidence of their intent to be bound by this Agreement, the authorized representatives of each of Party have executed this Agreement for and on behalf of the Party as of the Effective Date.

THE CITY OF CANAL WINCHESTER, OHIO

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

NORTHPOINT DEVELOPMENT, LLC, a Missouri limited liability company

By: \_\_\_\_\_

Nathaniel Hagedorn, Manager

Date: \_\_\_\_\_

**EXHIBITS:**

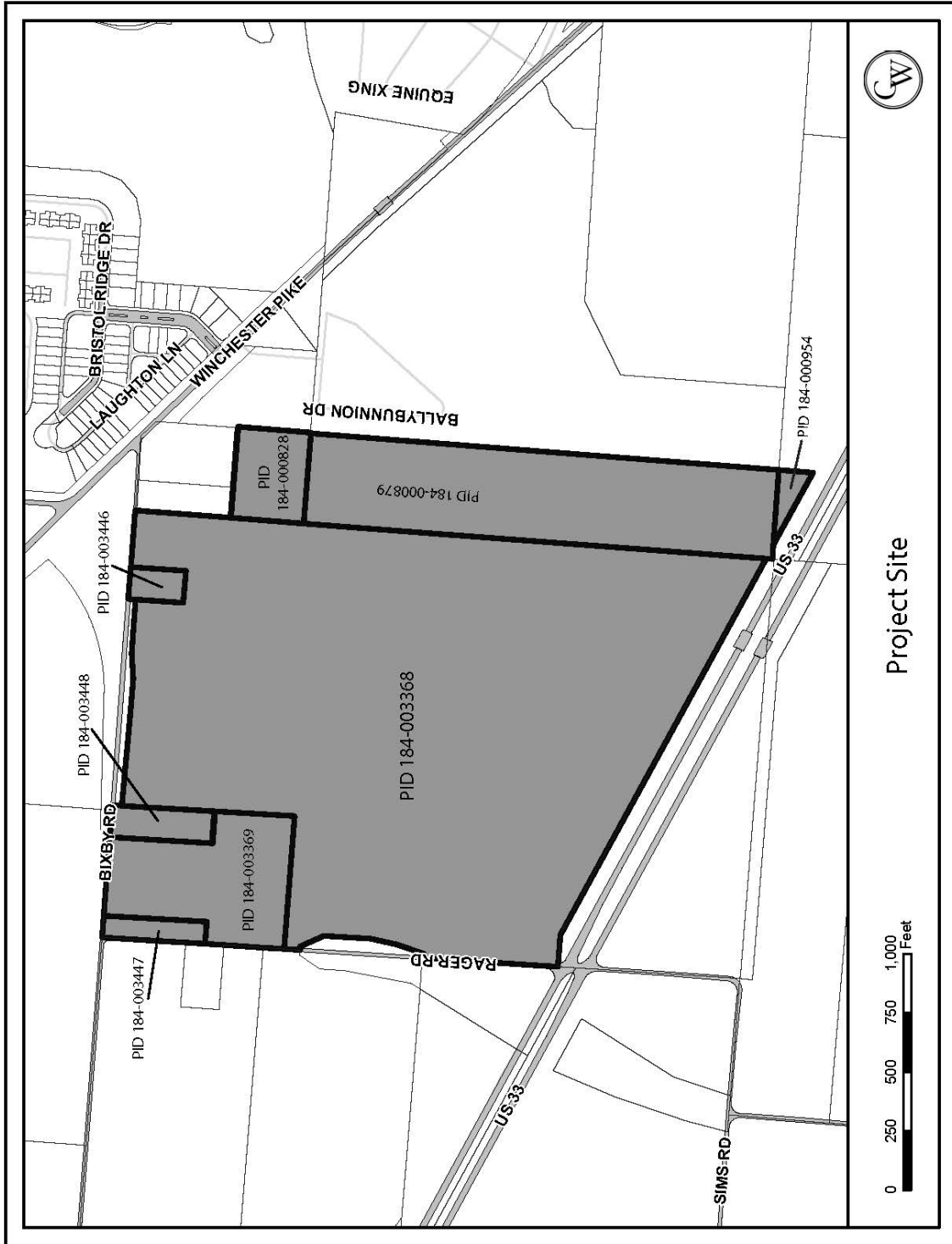
A – Property

B – City’s Utility Improvements—Scope of Work

C – City’s Easement--location

D – City’s Easement—form

**EXHIBIT A**  
**THE PROPERTY**



## **EXHIBIT B**

### **CITY'S UTILITY WORK—SCOPE OF WORK**

- 12" water main line
- 15" and 8" sanitary sewer lines
- Any deviations to the foregoing approved by NorthPoint in its reasonable discretion.

**EXHIBIT C**

**Easement Descriptions**

January 13, 2020

**DESCRIPTION OF A UTILITY EASEMENT  
ALONG AND EAST FROM RAGER ROAD, NORTH OF U.S. RTE. 33,  
CITY OF CANAL WINCHESTER, FRANKLIN CO., OHIO**

Situated in the State of Ohio, County of Franklin, City of Canal Winchester, in the northeast quarter of Section 23 and in the northwest and southwest quarters of Section 24, Township 11 North, Range 21 West, Congress Lands and being an easement, for utility purposes, through a portion of a 110.244 acre tract of land conveyed to \_\_\_\_\_, by deed of record in Instrument No. \_\_\_\_\_, said easement bounded and described as follows:

Beginning at a point at the southeast corner of a 0.43 acre tract of land conveyed, as Parcel 66A-WD for Rager Road roadway purposes, to the State of Ohio, by deed of record in Deed Book 3270, Page 459, in the east right-of-way line of Rager Road (variable width) and at a corner of said 110.244 acre tract;

thence N 19° 55' 33" E along a west line of said 110.244 acre tract and along an east line of said 0.43 acre tract a distance of 32.96 feet to a point;

thence crossing a portion of said 110.244 acre tract the following eight (8) courses:

1. S 86° 19' 20" E a distance of 70.03 feet to a point;
2. S 03° 40' 40" W a distance of 65.00 feet to a point;
3. N 86° 19' 20" W a distance of 49.25 feet to a point;
4. S 03° 40' 40" W a distance of 330.51 feet to a point;
5. S 59° 03' 41" E a distance of 694.34 feet to a point;
6. S 61° 29' 09" E a distance of 1235.23 feet to a point;
7. S 39° 14' 05" E a distance of 183.02 feet to a point;
8. S 61° 44' 05" E a distance of 272.48 feet to a point in an east line of said 110.244 acre tract and in a west line of a 41.990 acre tract of land conveyed to The Mountain Agency, LLC, by deed of record in Instrument No. 201110030124958;

thence S 04° 29' 47" W along a portion of an east line of said 110.244 acre tract and along a portion of a west line of said 41.990 acre tract a distance of 32.78 feet to a point;

thence crossing a portion of said 110.244 acre tract the following four (4) courses:

1. N 61° 44' 05" W a distance of 291.66 feet to a point;
2. N 39° 14' 05" W a distance of 183.09 feet to a point;
3. N 61° 29' 09" W a distance of 1,229.96 feet to a point;
4. N 59° 03' 41" W a distance of 713.27 feet to a point in the east right-of-way line of Rager Road (40 feet in width this section);

thence N 03° 40' 40" E crossing a portion of said 110.244 acre tract and along the east right-of-way line of Rager Road a distance of 382.16 feet to the place of beginning;

containing 2.003 acres of land, more or less.

TOGETHER WITH: A temporary construction easement along, adjacent to and fifty (50) feet easterly of the entire easterly lines of said above described permanent easement and along, adjacent to and fifty (50) feet northerly of the entire northerly lines of said above described permanent easement;

containing 3.199 acres of land, more or less.

The above description was prepared by Kevin L. Baxter, Ohio Surveyor No. 7697, of Bird + Bull, Inc., Consulting Engineers & Surveyors, Columbus, Ohio from best available Court House research, in December, 2019. Basis of bearings is the centerline of U.S. Rte. 33 ~ Southeast Parkway (FRA-33-(26.21-30.13)), being N 61° 15' 01" W, between Franklin County Engineer's Monuments 10-693 and 9-693, Ohio State Plane Coordinate System (South Zone – NAD 83, 2011 Adjustment) and all other bearings are based upon these monuments.

  
Kevin L. Baxter ~ Ohio Surveyor #7697

01/13/2020



RAGER ROAD ~ 40'  
C/L of Rager Road  
Per FRA-33-(26.21-30.13)

PLACE OF BEGIN  
FOR A UTILITY  
EASEMENT

N19° 55' 33"E  
32.96'  
S86° 19' 20"E  
70.03'  
S03° 40' 40"W  
65.00'  
N86° 19' 20"W  
49.25'  
S03° 40' 40"W  
330.51'  
N03° 40' 40"E  
382.16'

110.244 AC.

INSTR. NO. \_\_\_\_\_  
P.N. 184-003368

30' Utility Easement  
2.003 AC.

STATE OF OHIO  
CHANNEL EASEMENT - 69X  
D.B. 2390, PG. 592

50' Temporary Construction  
Easement = 3.199 AC.

**U.S. RTE. 33 ~ SOUTHEAST EXPRESSWAY**  
(FRA-33-(26.21-30.13))  
STATE OF OHIO  
HIGHWAY EASEMENT - PARCEL 67-LA  
D.B. 2398, PG. 208

STATE OF OHIO  
HIGHWAY EASEMENT  
PARCEL 66-LA  
D.B. 2370, PG. 174

DILL'S REALTY LLC  
20.6276 AC. - PARCEL TWO  
INSTR. NO. 20011050255847  
P.N. 181-000160

P.N. 181-000160  
P.N. 181-000291

DILL'S REALTY LLC  
20.1366 AC. - PARCEL ONE  
INSTR. NO. 20011050255847  
P.N. 181-004981

STATE OF OHIO  
HIGHWAY EASEMENT  
PARCEL 66A-LA  
D.B. 2370, PG. 174

SECTION 23  
SECTION 24



CITY OF CANAL WINCHESTER  
CITY OF COLUMBUS

DAMON A. PFEIFFER &  
MARK A. PFEIFFER  
ORIG. 39.323 AC.  
INSTR. NO. 201811300162078  
P.N. 010-260326



GRAPHIC SCALE

BASIS OF BEARINGS: The Centerline of U.S. Rte. 33 ~ Southeast Express (FRA-33-(26.21-30.13)), being N 61° 15' 01" W between Franklin County Engineer's Monuments 10-693 & 9-693, Ohio State Plane Coordinate System (South Zone - NAD 83, 2011 Adjustment) and all other bearings are based upon these monuments



3500 Snuffer Road, Ste. 225  
Columbus, Ohio 43235  
Ph: (614) 761-1661

# EXHIBIT OF A UTILITY EASEMENT EAST FROM RAGER ROAD, NORTH OF U.S. RTE. 33 CITY OF CANAL WINCHESTER, FRANKLIN CO., OHIO (SECTION 23 & 24, T. 11 N., R. 21 W., CONGRESS LANDS)

By *Kevin L. Baxter*  
Kevin L. Baxter ~ Ohio Surveyor No. 7697

JANUARY 13, 2020





January 13, 2020

**DESCRIPTION OF A SANITARY SEWER EASEMENT  
ALONG AND EAST FROM RAGER ROAD, NORTH OF U.S. RTE. 33,  
CITY OF CANAL WINCHESTER, FRANKLIN CO., OHIO**

Situated in the State of Ohio, County of Franklin, City of canal Winchester, in the northeast quarter of Section 23, Township 11 North, Range 21 West, Congress Lands and being an easement twenty (20) feet in width, for sanitary sewer purposes, through a portion of a 110.244 acre tract of land conveyed to \_\_\_\_\_, by deed of record in Instrument No. \_\_\_\_\_, said easement bounded and described as follows:

Beginning, for reference, at a point at the southeast corner of a 0.43 acre tract of land conveyed, as Parcel 66A-WD for Rager Road roadway purposes, to the State of Ohio, by deed of record in Deed Book 3270, Page 459, in the east right-of-way line of Rager Road (variable width) and at a corner of said 110.244 acre tract;

thence N 19° 55' 33" E along a west line of said 110.244 acre tract and along an east line of said 0.43 acre tract a distance of 129.77 feet to a point;

thence N 10° 16' 09" E along a west line of said 110.244 acre tract and along an east line of said 0.43 acre tract a distance of 100.35 feet to a point at the true place of beginning of the easement herein intended to described;

thence N 04° 15' 50" E along a portion of a west line of said 110.244 acre tract and along a portion of an east line of said 0.43 acre tract a distance of 22.00 feet to a point;

thence S 85° 15' 15" E crossing a portion of said 110.244 acre tract a distance of 865.65 feet to a point;

thence S 04° 44' 45" W crossing a portion of said 110.244 acre tract a distance of 20.00 feet to a point;

thence N 85° 15' 15" W crossing a portion of said 110.244 acre tract a distance of 845.48 feet to a point;

thence S 04° 15' 50" W crossing a portion of said 110.244 acre tract a distance of 194.27 feet to a point;


thence N 86° 19' 20" W crossing a portion of said 110.244 acre tract a distance of 20.00 feet to a point;

thence N 04° 15' 50" E crossing a portion of said 110.244 acre tract a distance of 214.65 feet to the true place of beginning;

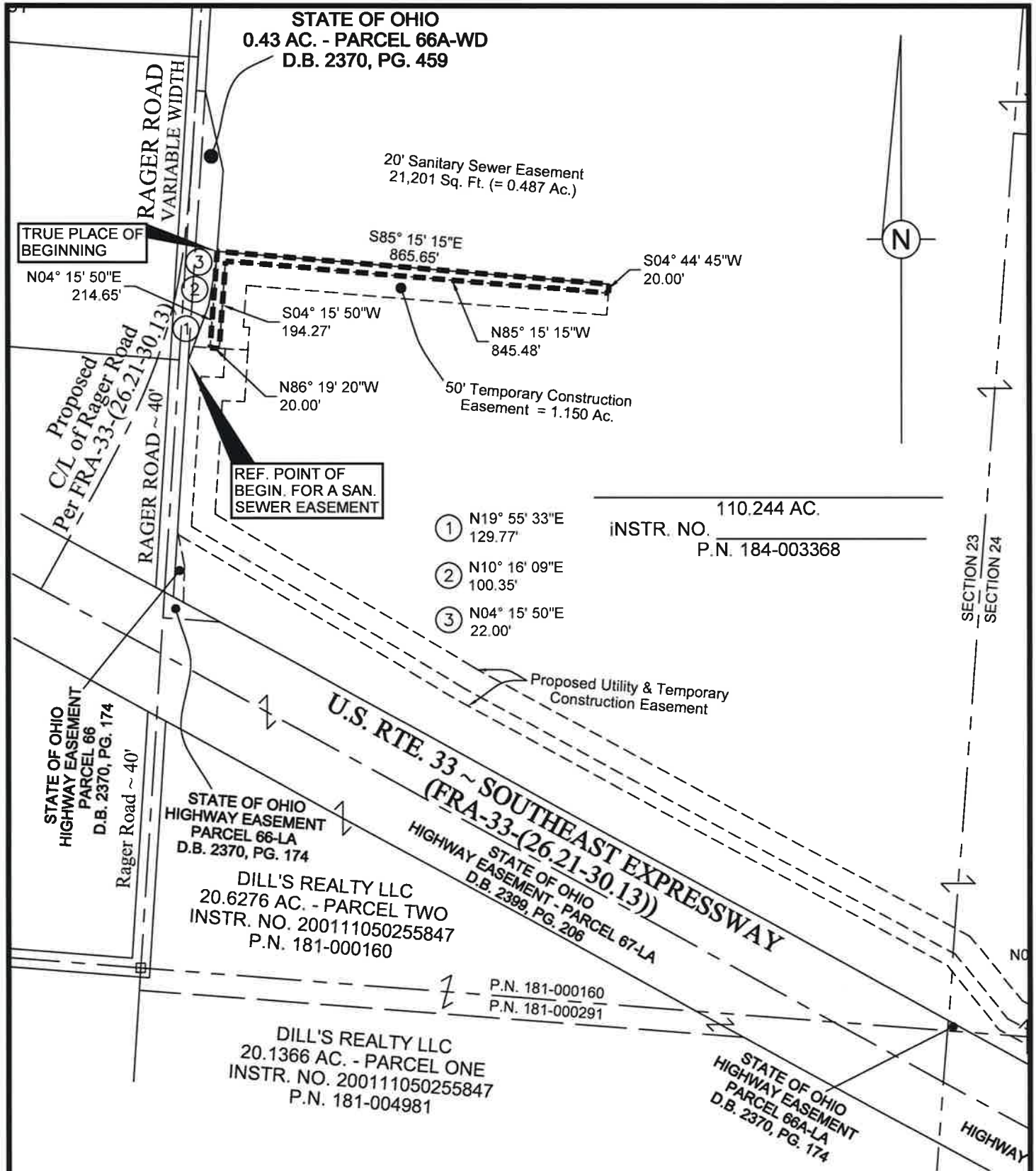
containing 21,201 square feet (= 0.487 acre) of land, more or less.

TOGETHER WITH: A temporary construction easement along, adjacent to and fifty (50) feet southerly of the entire south line of said above described permanent easement and along, adjacent to and fifty (50) feet easterly of the entire east line (the leg closest to Rager Road) of said above described permanent easement; containing 1.150 acres of land, more or less.

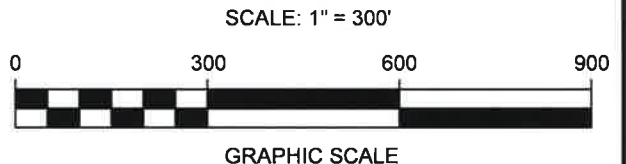
The above description was prepared by Kevin L. Baxter, Ohio Surveyor No. 7697, of Bird + Bull, Inc., Consulting Engineers & Surveyors, Columbus, Ohio from best available Court House research, in December, 2019. Basis of bearings is the centerline of U.S. Rte. 33 ~ Southeast Parkway (FRA-33-(26.21-30.13)), being N 61° 15' 01" W, between Franklin County Engineer's Monuments 10-693 and 9-693, Ohio State Plane Coordinate System (South Zone – NAD 83, 2011 Adjustment) and all other bearings are based upon these monuments.

  
Kevin L. Baxter ~ Ohio Surveyor #7697





BASIS OF BEARINGS: The Centerline of U.S. Rte. 33 ~ Southeast Express (FRA-33-(26.21-30.13)), being N 61° 15' 01" W between Franklin County Engineer's Monuments 10-693 & 9-693, Ohio State Plane Coordinate System (South Zone - NAD 83, 2011 Adjustment) and all other bearings are based upon these monuments



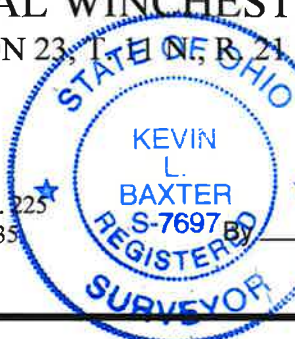
**EXHIBIT OF A SANITARY SEWER EASEMENT  
EAST FROM RAGER ROAD, NORTH OF U.S. RTE. 33  
CITY OF CANAL WINCHESTER, FRANKLIN CO., OHIO  
(SECTION 23, T. 1 N., R. 21 W., CONGRESS LANDS)**

SCALE: 1" = 300'

JANUARY 13, 2020



3500 Snouffer Road, Ste. 225  
Columbus, Ohio 43235  
Ph: (614) 761-1661



*Kevin L. Baxter*  
Kevin L. Baxter ~ Ohio Surveyor No. 7697

January 13, 2020

**DESCRIPTION OF A WATERLINE EASEMENT  
EAST FROM RAGER ROAD, NORTH OF U.S. RTE. 33,  
CITY OF CANAL WINCHESTER, FRANKLIN CO., OHIO**

Situated in the State of Ohio, County of Franklin, City of canal Winchester, in the northeast quarter of Section 23, Township 11 North, Range 21 West, Congress Lands and being an easement twenty (20) feet in width, for waterline purposes, through a portion of a 110.244 acre tract of land conveyed to \_\_\_\_\_, by deed of record in Instrument No. \_\_\_\_\_, said easement bounded and described as follows:

Beginning, for reference, at a point at the southeast corner of a 0.43 acre tract of land conveyed, as Parcel 66A-WD for Rager Road roadway purposes, to the State of Ohio, by deed of record in Deed Book 3270, Page 459, in the east right-of-way line of Rager Road (variable width) and at a corner of said 110.244 acre tract;

thence N 19° 55' 33" E along a west line of said 110.244 acre tract and along an east line of said 0.43 acre tract a distance of 129.77 feet to a point;

thence N 10° 16' 09" E along a west line of said 110.244 acre tract and along an east line of said 0.43 acre tract a distance of 100.35 feet to a point;

thence N 04° 15' 50" E along a portion of a west line of said 110.244 acre tract and along a portion of an east line of said 0.43 acre tract a distance of 51.87 feet to a point at the true place of beginning of the easement herein intended to described;

thence continuing N 04° 15' 50" E along a portion of a west line of said 110.244 acre tract and along a portion of an east line of said 0.43 acre tract a distance of 20.00 feet to a point;

thence crossing a portion of said 110.244 acre tract the following fifteen (15) courses:

1. S 85° 18' 08" E a distance of 108.65 feet to a point;
2. N 04° 41' 52" E a distance of 9.51 feet to a point;
3. S 85° 15' 15" E a distance of 12.00 feet to a point;
4. S 04° 41' 52" W a distance of 9.50 feet to a point;
5. S 85° 18' 08" E a distance of 339.00 feet to a point;
6. N 04° 41' 52" E a distance of 9.22 feet to a point;
7. S 85° 15' 15" E a distance of 12.00 feet to a point;
8. S 04° 41' 52" W a distance of 9.21 feet to a point;
9. S 85° 18' 08" E a distance of 407.00 feet to a point;
10. N 04° 41' 52" E a distance of 3.00 feet to a point;
11. S 85° 15' 15" E a distance of 10.00 feet to a point;
12. S 04° 41' 52" W a distance of 3.00 feet to a point;
13. S 85° 18' 08" E a distance of 4.00 feet to a point;
14. S 04° 27' 43" W a distance of 20.00 feet to a point;
15. N 85° 18' 08" W a distance of 892.58 feet to the true place of beginning;

containing 18,107 square feet (= 0.416 acre) of land, more or less.

TOGETHER WITH: A temporary construction easement along, adjacent to and thirty (30) feet southerly of the entire south line of said above described permanent easement;

containing 26,991 square feet (= 0.620 acre) of land, more or less.

The above description was prepared by Kevin L. Baxter, Ohio Surveyor No. 7697, of Bird + Bull, Inc., Consulting Engineers & Surveyors, Columbus, Ohio from best available Court House research, in December, 2019. Basis of bearings is the centerline of U.S. Rte. 33 ~ Southeast Parkway (FRA-33-(26.21-30.13)), being N 61° 15' 01" W, between Franklin County Engineer's Monuments 10-693 and 9-693, Ohio State Plane Coordinate System (South Zone – NAD 83, 2011 Adjustment) and all other bearings are based upon these monuments.

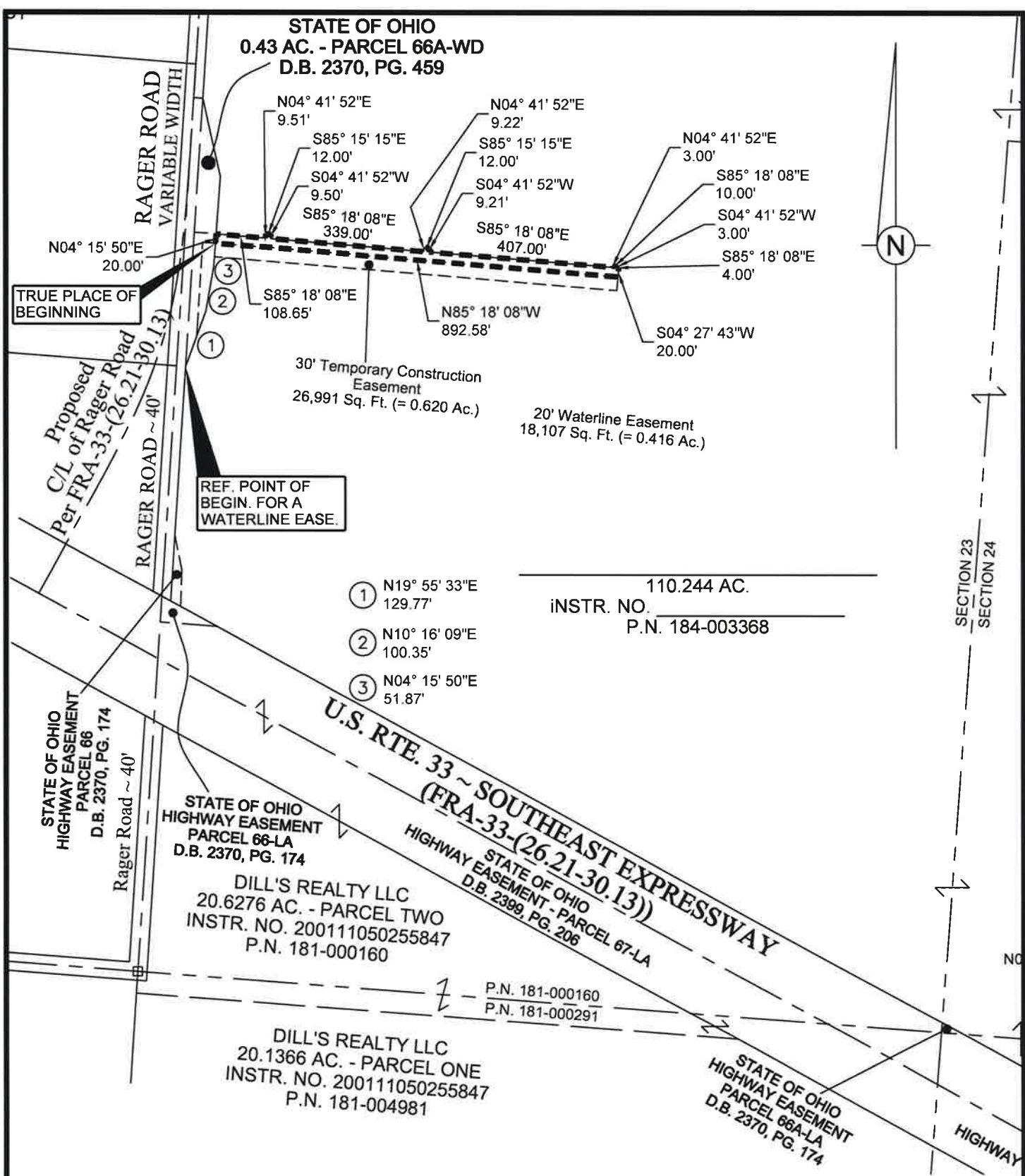
Kevin L. Baxter ~ Ohio Surveyor #7697



18-105/CW Water Easement



H:\Jobs\2018\105\CADD\Survey\Exhibit\18-105 Easements.dwg 01/14/2020



BASIS OF BEARINGS: The Centerline of U.S. Rte. 33 ~ Southeast Express (FRA-33-(26.21-30.13)), being N 61° 15' 01" W between Franklin County Engineer's Monuments 10-693 & 9-693, Ohio State Plane Coordinate System (South Zone - NAD 83, 2011 Adjustment) and all other bearings are based upon these monuments

**EXHIBIT OF A WATERLINE EASEMENT**  
**EAST FROM RAGER ROAD, NORTH OF U.S. RTE. 33**  
**CITY OF CANAL WINCHESTER, FRANKLIN CO., OHIO**  
**(SECTION 23, T. 10 N., R. 21 W., CONGRESS LANDS)**

SCALE: 1" = 300'

JANUARY 13, 2020



3500 Snouffer Road, Ste. 225  
Columbus, Ohio 43225  
Ph: (614) 761-1661



*Kevin L. Baxter*  
By Kevin L. Baxter ~ Ohio Surveyor No. 7697

## **EXHIBIT D**

### **DEED OF EASEMENT**

NORTHPOINT DEVELOPMENT, LLC, a Missouri limited liability company (hereinafter “Grantor”), who owns the property described in Exhibit A attached hereto (“Grantor’s Property”) pursuant to the deed recorded at Instrument Number \_\_\_\_\_ in the Franklin County, Ohio, Recorder’s Office, in consideration of One Dollar (\$1.00) and other good and valuable considerations, paid by the CITY OF CANAL WINCHESTER, an Ohio municipal corporation (hereinafter “Grantee”), receipt of which is hereby acknowledged, does hereby, for itself, its heirs, successors and assigns, GRANT AND CONVEY to Grantee, its successors and assigns forever, permanent easements on, over, through, under, and across Grantor’s Property: (i) to construct, install, operate, repair, replace, relocate, inspect and maintain water lines, together with all appurtenances incidental thereto, including but not limited to hydrants in the locations set forth on Exhibit B (the “Water Line Easement”), (ii) to construct, install, operate, repair, replace, relocate, inspect and maintain sanitary sewer lines, and tributary connections and appurtenant work in any part in the location set forth on Exhibit C (the “Sewer Line Easement”); and (iii) to construct, install, operate, repair, replace, relocate, inspect and maintain utility lines, which utilities may include natural gas, electric, water, storm sewer, sanitary sewer, internet, cable television, fiber optics, and telephone services in the location set forth on Exhibit D (the “Utility Easement Area”). The Water Line Easement Area, Sewer Line Easement Area and Utility Easement Area are at times collectively referred to as the “Easement Areas”. Grantor also grants and conveys to Grantee temporary construction easements as shown on Exhibits B, C, and D respectively. In addition, Grantor grants and conveys to grantee the right of ingress and egress at all reasonable times for the purposes aforesaid, on, over, through, under and across the Grantor’s Property to the Easement Areas.

To have and to hold said easements and rights-of-way, with all of the privileges and appurtenances thereto belonging, to said Grantee, its successors and assigns forever.

The easement granted hereby includes the right to trim and/or remove any trees or shrubbery which may hereafter interfere with the construction, reconstruction, operation and maintenance of said line, within the limits of the Easements.

The Grantee, its successors and assigns, shall have the right of ingress and egress from the site occupied by said line and appurtenances, and the right to do any and all things necessary, proper or incidental to the successful operation and maintenance thereof. The Grantor shall have

the right to use the Easement Areas for purposes not inconsistent with the Grantee's, and its successors and assigns, full enjoyment of the rights herein granted.

The consideration herein mentioned includes total compensation for grant of the easements and rights-of-way and for all damage caused by construction, installation, operation, repair, replacement, relocation, inspection and maintenance within the easement, provided however, that the Grantee, its successors and assigns, shall restore all property, including fences, except buildings or other structures, within the Easement Areas, to its original condition insofar as practicable, after entering upon said premises for any of the purposes herein set forth, including construction, repair, maintenance, replacement, relocation, operation, inspection and maintenance of all facilities and improvements of the Grantee, its successors and assigns, located within such Easement Areas and rights-of-way; provided, however, that Grantee shall have no obligation to restore paving, lighting, landscaping, drainage, or other improvements installed in the Easement Areas by Grantor subsequent to this grant of easement.

Grantor, for itself, its heirs, successors and assigns, covenants with the Grantee, its successors and assigns, that Grantor is lawfully seized of the premises and that Grantor will forever warrant and defend the same unto the Grantee, its successors and assigns, against all claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has hereunto caused Grantor's name to be subscribed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

NORTHPOINT DEVELOPMENT, LLC

By:\_\_\_\_\_

Its:\_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_, SS:

Before me, a Notary Public, personally appeared \_\_\_\_\_, an authorized representative of NorthPoint Development, LLC, who acknowledged the signing of the foregoing instrument to be his and its voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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Notary Public

*This instrument prepared by: James S. Gray, Esq., Frost Brown Todd LLC, 10 W. Broad Street, Ste. 2300, Columbus, Ohio 43215*

## **ORDINANCE NO. 20-007**

### **AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR THE CANAL WINCHESTER MUNICIPAL COMPLEX PROJECT, AND AUTHORIZING A DESIGN-BUILD DELIVERY METHOD AND DESIGN-BUILDER SELECTION PROCESS, AND DECLARING AN EMERGENCY**

**WHEREAS:** The City of Canal Winchester plans to design and construct improvements to the existing building at 45 E. Waterloo St. for the purpose of relocating the municipal offices and the community center to this location, including without limitation any demolition and/or associated site work and parking (the "Project"); and

**WHEREAS:** Pursuant to Section 8.02(D) of the Charter of the City of Canal Winchester, the Mayor has selected the design-build delivery method for the Project as the method that is in the best interest of Canal Winchester; and

**WHEREAS:** Based upon the Mayor's recommendation, pursuant to Section 8.02(C) of the Charter and Section 161.04(e) of the Codified Ordinances of Canal Winchester, Council desires to provide an exception or alternative to competitive bidding and waive the competitive bidding requirement with respect to the contract for the Project; and

**WHEREAS:** Under the Charter and Codified Ordinances of Canal Winchester, Canal Winchester is not obligated to follow Ohio statutory procurement procedures regarding contracting, including, but not limited to, all applicable sections within ORC Chapter 153 relating to procurement of a criteria architect and/or design-builder; and

**WHEREAS:** Consistent with the foregoing Charter and Ordinance provisions, Council wishes to authorize the Mayor or his designee to seek proposals for the Project from no less than 4 potential design-build firms, selected at the City's discretion, consider responses, and award the contract for the Project.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, OHIO, THAT:

**Section 1.** Based upon the Mayor's selection of the design-build delivery method for the Project under Section 8.02(D) of the Charter of the City of Canal Winchester, Council authorizes an exception or alternative to the competitive bidding process for the Project, pursuant to Section 161.04(e) of the Codified Ordinances of Canal Winchester, and hereby waives the competitive bidding requirement with respect to the contract for the Project.

**Section 2.** Pursuant to Section 161.01 of the Codified Ordinances of Canal Winchester, the City is not required to follow the statutory process set forth in Ohio law. The Mayor or his designee is hereby authorized to immediately seek proposals from no less than 3 potential design-build firms selected at the City's discretion, consider responses received, and award the design-build contract for the Project.

**Section 3.** It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.



Section 4. That this ordinance is hereby declared to be an emergency measure, necessary for the preservation of public health, safety, and welfare, such an emergency arising from the need to meet the exigencies of the construction schedule associated with the Canal Winchester Municipal Complex Project; wherefore this ordinance shall take effect and be in force from and after its passage.

DATE PASSED \_\_\_\_\_

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST \_\_\_\_\_  
CLERK OF COUNCIL

\_\_\_\_\_  
MAYOR

DATE APPROVED \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

\_\_\_\_\_  
Clerk of Council/Finance Director

# Mayors Report

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Michael Ebert, Mayor

February 3, 2020

**Waste Management;**

Matt and I met with three representatives of Waste Management to discuss our upcoming contract expiration and potential renewal. They will follow up with us soon with a proposal.

**Prescription Drug Take Back Day;**

The first prescription drug take back day of 2020 will be held on Saturday April 25<sup>th</sup> from 10am to 2pm at the Diley Ridge Medical Center Parking lot. Pills only will be accepted. No liquids, creams or inhalers will be taken.

**Canal Winchester City Municipal Complex:**

With the recent council approval of the purchase of the Bob McDorman Building, we have begun first steps in the planning and build out process for the Municipal complex. Specs are being put together in preparation for an RFP to be sent out to contractors for bidding on a design-build concept. This is the same idea we used a few years ago for the Street garage design and build that worked well for us.

# COUNCIL UPDATE



January 31, 2020

Finance Department

Amanda Jackson, Finance Director

## **Legislation:**

I will be presenting an appropriation amendment at the next Council meeting to cover several large projects set to begin within the next couple of months. Please be on the lookout for this information prior to the next meeting.

## **Project Status:**

*2020 Financial Outlook* – As we've been discussing over the past several months, we have many projects that will be taking place during 2020. Financially we are more than set to handle these projects but I am putting together a document showing the estimated costs of these projects and the anticipated funding sources. This will go hand in hand with future appropriation amendments and will hopefully be of value to you as we progress through the year.

# COUNCIL UPDATE



January 29, 2020

Department of Public Service  
Matthew C. Peoples, Director

## **Project Status:**

**Gender Road Paving:** We are presenting legislation at the February 3<sup>rd</sup> meetings authorizing the Mayor and Finance Director to enter into agreements with ODOT for the project in which our initial cost is \$361,066. Final costs will be based on actual bid costs and final quantities. As previously discussed, we will be requesting to fund this project with unappropriated funds through an appropriations amendment.

**WRF Generator Project:** We are presenting legislation at the February 3<sup>rd</sup> meetings authorizing the Mayor and Finance Director to enter into agreements with Ohio EPA. The project is preliminary estimated at \$350,000 and the loan is for as many as 20 years with an interest rate as low as 0.72% including a possible \$50,000 in principal forgiveness.

**Northpointe Utilities Extension:** We are finalizing design for the project and working through some timing constraints the potential buyer as for the availability of utilities. This will be discussed at the February 3<sup>rd</sup> meetings as part of the development agreement Luke is proposing. The project is being paid for out of water and sanitary funds and be paid back by the Gender Rd. TIF funds.

**2020 Street CIP:** The project will be going out to in February for legislation to be presented to Council in March. The project includes work on W. Waterloo, Williamson, Hilliard, Saylor, and Hemmingford, pool parking lot expansion and the Tussing Ditch path, as well as general pavement work and the sidewalk program.

**Municipal Complex:** We are working with our architect to finalize criteria for the proposed design-build process that we will be presenting to Council.

**McGill Park:** We are working with OHM to begin the design phase of the McGill Park Phase I project and the Trail Connector project. The grant for the Phase I project is still in limbo and we hope the State and Feds can resolve that soon.

**Solid Waste Contract:** Mayor Ebert & I met again with Waste Management on a potential contract extension and we hope to have some information to present soon. Additionally, we have submitted our requirements for SWACO's Consortium II and are working through their bid process.

**Gender Rd. Signal Synchronization Project:** EMH&T has reviewed ODOT data and is providing comments towards the synchronization models. We are expecting the project to be completed by April.

**Storm Sewer Replacement:** The contractor has begun construction and project is expected to be complete by spring.

**Gender Rd. Phase V:** We received OPWC of the approximately \$1.2M project in the form of a \$250,000 grant and a \$750,000 loan. We will begin design work this summer for a spring 2021 construction. This project includes intersection improvements at Canal St. with new mast arm signals and a NB right turn lane to Canal St. and a NB turn lane at Winchester Blvd, along with some bike path relocations.

**Westchester Park Improvements:** Site contractor is complete with their portion of the project. The amenities contractor is awaiting delivery of equipment and shelter house.

Additionally, the fitness stations at Westchester Park is complete except a few locations need to be mulched.

**Transportation Thoroughfare Plan:** MORPC is working on their data collection and analysis portion of the process. EMH&T's portion will work off of the MORPC data and will continue through the spring.

**Groveport/Dye/Manor Waterline:** We met with Bird & Bull to discuss the scope of the Groveport/Dye/Manor Waterline Replacement project. The lines in that area are from the fifties and seventies and recent break, along with some drainage and pavement issues, has increased its priority. The cost will likely be above \$1M so we are looking into the possibility of either an OPWC application or OEPA loans.

**Trail Lighting:** Bill Sims and I met with South Central Power to get quotes on installing pole lighting along the Groveport bike path from Hanners Park west to the end of the trail.

# COUNCIL UPDATE

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January 29, 2020

Division of Urban Forestry  
Dick Miller, Urban Forester

## **Project Status:**

**Winter Work:** We are working on cutting non-woody perennial plants in mulch beds.

**Tree Removals:** We are meeting with South Central Power to review proposed winter tree removals.

**Spring Street Tree Plantings:** We are completing the bid packets for the 2020 spring street tree plantings that will include approximately 70 trees. Bids will be due in late February and installations will be done in March and April.

**Pruning:** STAB pruning day is scheduled for February 20<sup>th</sup>.

# COUNCIL UPDATE



January 29, 2020

Division of Water Reclamation  
Steve Smith, Superintendent

## **Project Status:**

**Control Replacement:** Bids are being solicited for replacement of the aging controls at the Rt. 33 lift station.

**Sludge Press Upgrade:** We are requesting the legislation presented at the last Council meeting and read at first reading to be passed by emergency at the second reading. The emergency is necessitated to meet a prolonged manufacturing and delivery process from the vendor coupled with the desire to have project completed before BrewDog's seasonal increase in discharge loading.

**Air Release Valves:** The air release valves serving the Rt. 33 Lift station force main are being reworked and repaired. One is now finished and parts have been received to enable repair of the second unit, which we be done as time and weather allow.

## **Safety:**

- A Safety committee meeting will be held on 1/29/20. The topic will be new/old business, 2019's report to PERRP, and new CDL regulation.

# COUNCIL UPDATE



January 29, 2020

Division of Streets, Lands and Buildings  
Shawn Starcher, Manager

## **Project Status:**

**Housekeeping:** With the limited amount of snow/ice we have received in the area, crews have been able to do some housekeeping around the Street Garage/Facility.

**Pothole Patrol:** Crews have continued to check and fill any potholes in pavement areas and along the shoulder areas.

**Decorations:** All Holiday decorations were taken down, inventoried and put away in storage.

**Fitness Stations:** Crews completed building/installing outdoor fitness equipment for the Canal Winchester Schools and Westchester Park. All there is left to do is install perimeter timbers and mulch in a few of these fitness station areas.

**Street Sweeping:** Street Sweeping will continue to be scheduled weekly to collect debris from the gutter pans as long as the weather cooperates.

**Storm Curb & Gutter Inlets:** Storm curb/gutter Inlets continue to be inspected and repaired if needed. This will continue as weather permits.

**Street Light Painting:** With the warmer temperatures this month, we were able to have a contractor paint all the street light poles in Zone G (N. High Street) and Zone C (West Waterloo). This will continue as weather permits.



# COUNCIL UPDATE



January 29, 2020

Division of Information Technology  
Rick Brown, Coordinator

## **Project Status:**

**Service:** Installed new computer for Planning and Zoning and managing day-to-day requests for users.

**Network Switches:** Four replacement network switches are on order and will be installed when they arrive

**Security:** Added additional security cameras to pool, sheriff sub-station and public service facility.

## **Planning:**

- Determining IT requirements for McGill Park, Municipal Complex and repurposing of existing Municipal Building.
- Meeting with vendors to discuss additional security options for network security
- Meeting with vendors to discuss a recording and production option for public meetings

# COUNCIL UPDATE



January 29, 2020

Division of Water  
Joe Taylor, Superintendent

## **Project Status:**

### **Plant Production:**

- We pumped 23.283 Million Gallons in December at an average of .751 MGD with an average hardness was 118 mg/l.
- Repaired the air dryer and filters on the plant control system
- Cleaned and inspected west briner tank as part of a pilot test of a new salt vendor. Test shows little adverse effects and will continue to the next monitoring phase.
- Working on OEPA Asset Management template and year-end reports.

### **Distribution:**

- AMI Metering System installs are ongoing. We have approximately 1,947 units installed with approximately 1,441 remaining (58% complete).
- AT&T is performing antennae upgrades at the N. Gender tower.
- Repaired a water main break at David's Way on 1-2-2020 and then did a scheduled water shut off for them to make interior plumbing repairs.

# COUNCIL UPDATE

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January 30, 2020

Development Department

Lucas Haire, Director

## **Development Report**

- The closing for the property at 45 East Waterloo Street is scheduled for February 12.
- Details are still being finalized on a closing date for Bixby and Rager Road. Preliminarily the closing is scheduled for March 3.
- Planning and Zoning Commission will hear a final development plan application for a new restaurant, Shooters Sports Grill at their meeting on Feb. 10. This building is proposed for a Meijer outparcel on Diley Road.
- Planning and Zoning is also scheduled to hear a rezoning and a site development plan for a new 16,500 square feet office building on Winchester Blvd. at the Winchester Office Park.
- Bigerton Bend should open in the coming weeks. Deeds have been signed and are in the process of being recorded to accept the roadway as a public street.